

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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



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



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



Paul J. Hogan, PE
Councilman, District IV
(985) 306-0085
(504) 615-4862
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Wendy Benedetto
Councilwoman, District III
(504) 415-4972
wbenedetto@stcharlesgov.net



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



Traci Fletcher
Councilwoman, District VI
Call (504) 376-3641
Home (985) 308-0366
tfletcher@stcharlesgov.net



Julia Fisher-Perrier
Councilwoman, District VII
Call (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
Call: (504) 220-3243
jlewis@stcharlesgov.net

PUBLIC NOTICE

SMALL SUCCESSION OF BERT BUEANE VINNETT NO. 11,310 FILED: _____

29TH JUDICIAL DISTRICT COURT PARISH OF ST. CHARLES STATE OF LOUISIANA DIVISION "C" DEPUTY CLERK: _____

NOTICE

NOTICE IS GIVEN that the dative executor of this succession has petitioned this Court for authority to sell immovable property belonging to the Succession of the decedent at private sale in accordance with the provisions of Article 3281 of the Code of Civil Procedure for THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, all in accordance with the terms and conditions set forth on agreement attached to the petition as Exhibit "A" filed into the record of this succession. The immovable property proposed to be sold at private sale is described as follows:

ONE CERTAIN LOT OF GROUND, situated in the Parish of St. Charles, designated by the No. 2 as per sketch duly paraphed by Louis Gray, Recorder of this Parish, in a sale and partition by and between Palmer Elkins and James Price, et al, on the 27th day of March, 1880, and registered on the same day in Conveyance Book "F", folio 195 et seq.; described as follows: Said Lot Two (2) forming 19 lots numbered 1 to 19, both inclusive and measures one hundred and eighty-three feet and seven inches (183'-7") in width by a depth of sixty-five feet (65') on the lower line; together with the buildings and improvements thereon.

Any heir or creditor who opposes the proposed sale must file his/her opposition within seven (7) days from the day on which the last publication of this notice appears:

BY ORDER OF THE COURT

Apther Molliere
DEPUTY CLERK

Publish: August 27 & September 3, 2015
Corrected Copy: September 17, 2015

PUBLIC NOTICE

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 9:00 A.M., Friday, September 25, 2015 at the St. Charles Parish Sheriff's-Tax Office-1st Floor, 15045 River Road, Parish Courthouse, P.O. Box 426, Hahnville, LA 70057, either by mail or hand delivered:

Commercial Grade Fitness Equipment for the Training Facility

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

Bids should be plainly marked on the outside of the envelope: "Fitness Equipment-Training Center".

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

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

/s/ Greg Champagne, Sheriff

PUBLISH: September 10, 17, 2015

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, SEPTEMBER 21, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2015-0310 (9/8/15, Wilson, Lewis)

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on Hahn Street in Hahnville to fifteen (15) miles per hour.

2015-0311 (9/8/15, St. Pierre, S. Scholle)

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Parish Project No P081102-5, Dunleith Canal Stabilization Phase 4, to balance the contract quantities with actual quantities resulting in a decrease of \$50,400.00 and decrease of 13 days.

2015-0312 (9/8/15, St. Pierre, S. Scholle)

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Parish Project No. P020902, East Bank Multi-Use Path Phase IV, State Project No. H.007551, Federal Aid Project No. 4508(504) to decrease the contract amount by \$620.64.

2015-0313 (9/8/15, St. Pierre, M. Albert)

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1A(M) to R-1M on 4.6 acres, Lot BY-1 in Section 90, T13S - R21E, 316 Canal Street, Luling as requested by Joshua and Mariangelis Billings.

2015-0314 (9/8/15, St. Pierre, P. Dufrene)

An ordinance to approve and authorize the execution of an Engineering Services Contract between Huseman & Associates, LLC, and St. Charles Parish for the design and construction management of an emergency standby generator at the St. Charles Parish Planning & Zoning Building in Hahnville.

2015-0315 (9/8/15, St. Pierre, S. Scholle)

An ordinance approving and authorizing the execution of Change Order No. 3 (Final) for Project No. P080905-3B, Willowridge Levee - Phase I, State Project No.H.009257, as part of the West Bank Hurricane Protection Levee Project, to decrease the contract amount by \$100,816.68 and increase the contract time by one hundred and seven (107) days

2015-0316 (9/8/15, St. Pierre, R. Perry)

An ordinance to approve and authorize the execution of a Contract with Tasch Electric LLC., for construction of R56 standard electrical grounding and an uninterruptible power supply at the St. Charles Parish Emergency Operations Center at 15026 River Road in Hahnville, Base bid in the amount of \$350,000.00, Parish Project No. P150701.

PUBLISH: September 10, 17, 2015

PUBLIC NOTICE

ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on September 17, 2015 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear the following cases: **ZBA-2015-26** requested by **Conrad Bernard** to reduce the required side yard setback from 5 ft. to 1 ft. at **163 Oaklawn Ridge Ln., St. Rose**, Zoning District R-1A, Council District 5. Publish 9/3, 9/10, 9/17

PUBLIC NOTICE

29TH JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES

STATE OF LOUISIANA

NO.: P11478

DIVISION "D"

SUCCESSION OF DONNA MONROE BREAUX

FILED: _____

DEPUTY CLERK: _____

NOTICE

NOTICE IS GIVEN that RHONDA T. VIZZINI, administratrix of the Succession of DONNA MONROE BREAUX, is applying for authority to sell at private sale, on terms of \$85,000.00 cash, the immovable property owned by the Succession of DONNA MONROE BREAUX described below.

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 NEAR THE TOWN OF DES ALLEMANDS, PARISH OF ST. CHARLES, STATE OF LOUISIANA, AND BEING A PORTION OF LOT 37 OF WHAT IS KNOWN AS THE COTEAU DE FRANCE OF RANSON TRACT NEAR DES ALLEMANDS. THE LOT OF GROUND MORTGAGED HEREIN IS SITUATED IN MITCHELL'S SUBDIVISION, A SUBDIVISION LOCATED IN SECTION 41 AND 47, TOWNSHIP 14 SOUTH, RANGE 20 EAST, ACCORDING TO MAP OR PLAN BY E. M. COLLIER, SURVEYOR, ENTITLED "MITCHELL'S SUBDIVISION", DATED 3/24/54, AND REVISED 6/25/55. THE LOT OF GROUND IS DESIGNATED AS LOT ONE (1), OF BLOCK "C", AND IS SITUATED AT THE INTERSECTION OF BREEZEWAY STREET AND MITCHELL STREET, AND HAS A WIDTH FRONTING ON BREEZEWAY STREET OF SIXTY (60') FEET, BY A DEPTH FRONTING ON MITCHELL STREET OF ONE HUNDRED AND 14/100 (100.14) FEET, A DEPTH ALONG THE LINE OF LOT 2, BLOCK "C" OF NINETY-SIX AND 16/100 (96.16) FEET, AND HAS A WIDTH IN THE REAR OF SIXTY AND 13/100 (60.13) FEET.

IMPROVEMENTS THEREON BEAR THE MUNICIPAL NO. 104 BREEZEWAY STREET, DES ALLEMANDS, LA 70030.

BEING THE SAME PROPERTY ACQUIRED BY DONNA MONROE, WIFE OF AND WILLIAM BREAUX FROM CHESTER JOSEPH MENDRYCH, ET UX, BEFORE ABBEY A. MACK, N.P., DATED 4-30-1999, RECORDED IN COB 333, FOLIO 265 IN THE RECORDS OF ST. CHARLES PARISH, LOUISIANA.

An order authorizing her to do so may be issued after seven days from the date of second publication of this notice. An opposition to the application may be filed at any time prior to the issuance of such an order.

By Order of the Court,
Apther Molliere
DEPUTY CLERK OF COURT

PUBLISH: August 20, 2015
Corrected Copy: September 17, 2015

PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Primrose Lift Station and Force Main Upgrades - S091101 as follows:

Owner: **St. Charles Parish**

Project Title: **Primrose Lift Station and Force Main Upgrades**

Project No.: **SCP No. S091101, EES No. 1213**

Principal Work Location: **The contract work will be located generally at the existing Primrose Lift Station.**

Description of Basic Work: **The contract work comprises of the upgrade of Primrose Lift Station.**

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 2nd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than 10:00 a.m. local time on October 13, 2015. 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, **Environmental Engineering Services, Inc., 610 Belle Terre Boulevard, LaPlace, Louisiana 70068, (985) 653-0185.**

A payment of \$175.00 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 I.A.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on **September 29, 2015 at 10:00 a.m.** at St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana.** Attendance of the Pre-Bid Conference is **Non-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 2nd Floor, 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
The Daily Journal of Commerce
Times Pienyume
The Advocate
McGraw-Hill Dodge of Hot Springs
ISOFT

Thursday, September 17, 2015
Thursday, September 24, 2015
Thursday, October 08, 2015

PUBLIC NOTICE



St. Charles Parish OFFICE OF THE PARISH PRESIDENT

15045 RIVER RD. • HAHNVILLE, LA 70057
(985) 783-5000 • www.stcharlesgov.net

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:

11:00 A. M., THURSDAY, October 08, 2015

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 250, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 2ND FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> FOR:

JANITORIAL AND RESTORATION SERVICES

DETAILED SPECIFICATIONS MAY BE PICKED UP OR MAILED BY CONTACTING COURTNEY SAUCIER AT COMMUNITY SERVICES AT 985-764-7944, MONDAY - FRIDAY, 8:30 AM TO 4:30 PM. BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

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

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

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
September 17, 2015
September 24, 2015

PUBLIC NOTICE

Notice of Availability Draft Louisiana Statewide Transportation Plan

The Louisiana Department of Transportation and Development (LADOTD) announces the availability of the Draft Louisiana Statewide Transportation Plan document for public review and comment. The document will be available at the Louisiana State Library, all Louisiana Parish Libraries, and the LADOTD District offices listed below during regular business hours beginning no later than September 25, 2015.

LADOTD Offices:
District 02, 1440 US Hwy 90, Bridge City;
District 03, 428 Hugh Wallis Rd, Lafayette;
District 04, 3339 Industrial Dr., Bossier City;
District 05, 8010 Desiard St, Monroe;
District 07, 5827 Hwy 90 East, Lake Charles;
District 08, 3300 MacArthur Dr., Alexandria;
District 58, 6217 Hwy 15, Chase;
District 61, 8100 Airline Hwy., Baton Rouge;
District 62, 685 N Morrison Blvd., Hammond.

DOTD will accept written comments on the Draft Plan by mail, directed to:

Statewide Transportation Plan Manager, Section 85, LADOTD
P.O. Box 94245
Baton Rouge, LA 70804-9245.

The Draft Plan will also be available, and comments may be submitted, on the LADOTD web site: www.dotd.la.gov/study.

LADOTD will accept comments on the Draft Louisiana Statewide Transportation Plan through November 9, 2015.

Publish: September 17 & 24, 2015

PUBLIC NOTICE

ST. CHARLES PARISH CLERK OF COURT

OPERATING BUDGET SUMMARY

GOVERNMENTAL FUND

AMENDED BUDGET FOR THE YEAR ENDED JUNE 30, 2015

BUDGET NARRATIVE:

"The following presents the amended budget of the St. Charles Parish Clerk of Court for the fiscal year ending, June 30, 2015. The previously approved and published fiscal 2015 budget has been amended in order to primarily account for additional revenues received and personnel costs incurred by the St. Charles Parish Clerk's Office. The amended budget summary was prepared on the same basis as previously prepared budgets."

Lance Marino
Lance Marino
St. Charles Parish Clerk of Court

Amended Budget for
FY: 06/30/15

ST. CHARLES PARISH CLERK OF COURT AMENDED OPERATING BUDGET SUMMARY GOVERNMENTAL FUND For the Year Ended June 30, 2015

	General Fund
Revenues:	
Fees, charges and commissions:	
Court costs, fees and charges	1,532,900.00
Fees for recording legal documents	340,900.00
Fees for certified copies	169,900.00
Other Income	51,900.00
Interest	4,100.00
Total Revenues	2,227,600.00
Expenditures:	
Current:	
General government:	
Personnel services and related benefits	1,719,700.00
Operating services	352,600.00
Materials and supplies	96,200.00
Miscellaneous	31,900.00
Capital outlay	8,700.00
Total Expenditures	2,215,200.00
Not Change in Fund Balance	9,400.00
Fund Balance, Beginning of Year	89,800.00
Fund Balance, End of Year	78,540.00

Publish: September 17, 2015

PUBLIC NOTICE

"Anyone knowing the whereabouts of John Bradley, III, please contact Attorney Wendy J. Williams at (985) 305-0510"

Publish September 17 & 24, 2015

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

985-758-2795

PUBLIC NOTICE

The names of the following persons were drawn to serve as Petit Jurors for July Number 3-B, for the session of said Court beginning Monday, October 12, 2015, at 9:00 a.m. - Division "D".

- 1 ADAMS, EARL H
2 ALFORD, JAMES VERNON II
3 ALLO, DANNA R
4 ANDERSON, MELISSA AMANDA
5 ANDREWS, MELANIE JEAN
6 ATINA, KAREN JENKINS
7 BABIN, BENTLEY ALBERT
8 BERGER, MICHAEL LOY
9 BERNARD, JACQUELINE JOHNSON
10 BISCOTTO, GEORGE I JR
11 BOTTIS, DONALD E
12 BOURGEOIS, JESSICA ANN
13 BOURGEOIS, CHRISTIAN J
14 BOUTRIN, CYRILLE BONJURA
15 BOYNE, GREGORY A
16 BRANNON, MRS H L
17 BRIGNAC, NANCY M
18 BROWN, KELLY WAYNE
19 BROWN, LINDA MARLETTTE
20 BUCKWALTER, JOHN R JR
21 BUNTING, DAWN JACQUELYN
22 BUTLER, FELICIA ANN
23 BYRD, GLORIA D
24 CAMPBELL, JACQUELINE JOHNSON
25 CARMAN, DEANNA FISARELLO
26 CARONNA, JOANNE T
27 CATALANO, RACHAEL OWENS
28 COMARDELLE, BRINDA PEREZ
29 COMEAU, FRANCIS G
30 COMEAU, STEPHANIE MARIE
31 COMPTON, CHELBY KAY
32 COMPTON, JOHNNIE HAGGARD JR
33 COUSIN, MERVIN JOSEPH III
34 DAVEZAC, MARION OHLMEYER
35 DAVIS, MARY CATHERINE KNAPP
36 DAVIS, PATRICE MARIE
37 DEBAUTTE, CINDY A
38 DELANGLIS, CYRILLE BONJURA B
39 DIGGS, RYDELL ANTHONY
40 DIXON, CHARLES RANDALL
41 DOMINGUEZ, BRANDI POLK
42 DUPRENE, JEAN ANTOINE LEONCE
43 DURENE, MRS JOHN G
44 EASTMAN, ALGERNON GEORGE
45 EDWARDS, KENNETH J
46 EUGENE, CURTIS R
47 FENERTY, CLIFFORD BRYAN
48 FINK, RICHARD J
49 FOLSE, BRANT PHILIP
50 FORD, CAROLE ELISER
51 FORET, SARAH THOMAS
52 FRANCIS, BARBARA ANN
53 FREDERICK, CYRILLE BONJURA
54 FREESSE, APRIL HUBBLE
55 GABRIEL, KATHLEEN MATTHEWS
56 GABRIEL, KENNETH
57 GALEY, TROY THOMAS
58 GALLAGHER, CHRISTIANSTANSEN
59 GARLAND, ANITA M
60 GAUDET, AUDREY CHAUX
61 GIANNATTASIO, CARLA ANN
62 GORT, ALEXANDR
63 GRIFIN, MRS ISAAC
64 GUBERT, STEPHANIE MOTTA
65 GUIDRY, ROBERT J
66 HAMILTON, TOME CAREN
67 HAVA, ANGELE CECLIA
68 HEBERT, WALTER FREDERICK JR
69 HEMSTADT, NICHOLAS PAUL
70 HENDERSON, ELIZABETH M
71 HILL, TYRELL BRIAN
72 HOLZ, JOSEPH ROBERT
73 HORTON, JACQUES G
74 HOTARD, ASHLEY CELESTE
75 HOWARD, MARTINA MARIE
76 HUBBARD, GEORGE MARION
77 HUERTA, MONICA ROEL
78 HUNNICUTT, FRANK S G
79 HYMEL, KATHRYN M
80 IPPOLITO, VINCENT CHARLES
81 IRMEN, GERALD P
82 JACOB, KYLE MITCHELL
83 JAMES, HAROLD JOSEPH III
84 JOHNSON, JAMES RICHARD
85 JOHNSON, RYNSHAH JHORDEN
86 JOHNSON, THEODORE E
87 JONES, LESLIE ARIANA
88 JOSEPH, ALBERT E JR
89 JOSEPH, MICHELLE CARY
90 JOSEPH, STACIA CHANELL
91 KEELER, MARK EDWARD
92 KINLER, SHIRLEY G
93 KOZKOWSKI, SARAH LYNN
94 LAGRANGE, LINDA A
95 LAICHE, GIDGET LONG
96 LAICHE, MARK ALCEST JR
97 LANDRY, SHAWN MICHAEL
98 LAQUE, JEREMY PAUL
99 LEBLANC, HALIE ANN
100 LEBLANC, RAY NATHANIEL SR

Publish on September 17, 2015

PUBLIC NOTICE

The names of the following persons were drawn to serve as Petit Jurors for July Number 4-B, for the session of said Court beginning Tuesday, October 13, 2015, at 9:00 a.m. - Division "C".

- 1 ALLEN, ROSALYN A
2 ANDERSON, CHASE ALEXANDER
3 ARCEAUX, MARY C
4 ARELLANO, PAUL MICHAEL
5 ARNOLD, CHRISTOPHER ALAN
6 BECNEL, JENNIFER ANNE
7 BENOIT, JENNIFER LYNN
8 BERGERON, DORIS JOE
9 BERGERON, YVONNE N
10 BLOUIN, CHRISTOPHER PAUL
11 BOSCO, LAUREN OUBRE
12 BOTTIS, MARISA BAUDON
13 BOURGEOIS, CHARLENE MARIE
14 BOURG, LISA HUGGER
15 BOURGEOIS, KELLIE SCHMIDT
16 BOURGEOIS, LINDA NEAL
17 BOYD, RONNIE LEE
18 BOYLE, ASHLEY LEEANN
19 BRENNANHAUG, KATHLEEN
20 BRIEN, MARK DAVID JR
21 BROACH, ROBERT D
22 BRYAN, ALMA CATHERINE
23 BURKE, LAUREN WALTER
24 BURRELL, KAREN LYNN
25 CAMBRE, CODY MARCEL
26 CASSELLAS, ELIZABETH MARIA
27 CERULLO, DANIEL JOSEPH III
28 CERNY, ESTHER SANDROG
29 CHAMPAGNE, BRIANNA A
30 CHARBONNEAU, CYNTHIA
31 CHASSON, TAMARA DUBUISSON
32 CHILDS, TERRY J
33 CHICQUET, CHARLES J
34 CLARK, MEGAN LEIGH
35 CLAY, CORNELL TERRELL
36 CLEMENT, LISA HOFFMANN
37 CLES, VIKI ADAMS
38 CONREY, MEGAN F
39 CORDON, OSCAR GIOVANNI
40 CORLEY, CYNTHIA ROUSSET
41 CORSO, KATHLEEN MARGARET OBRIEN
42 CORTEZ, CAROL JAMES JR
43 COTTON, ANTHONY EDWARD
44 CREBECY, WENDEL L HUIEY
45 CROUCHET, DENISE CAROLICH
46 DAGNAN, DESTINY ATERAH
47 DELATTE, DONALD TROYTH
48 DEMPSTER, BARRY JOSEPH
49 DESOTO, DWAYNE PETER
50 DEWEY, SANDRA FAYE
51 DORSEY, ESTHER C
52 DOUGLAS, ISAH JR
53 DUFRENE, BECKY A
54 DUFRENE, DIXI LEE
55 DUHON, PAMELA SIMON
56 DURARD, JAMIE
57 FAUCHEUX, BENNY A
58 FIFFIE, SHACONIA NATOYA
59 FLETCHER, LASHONDA MASON
60 FRANCIS, JOHN M
61 FRENCH, KEITH JAMES JR
62 FRILOUX, LAURYN ELIZABETH
63 FULLER, AMBER RENE
64 GOMEZ, APRIL REYNOLDS
65 GOMEZ, JERRY JOSEPH JR
66 GOMEZ, TERENCE N JR
67 GRAY, KAREN DOUGLAS
68 GREEN, ZAN WALKER
69 GRIFFIN, DONNA MARIE
70 GRIFFIN, WILLIAM T JR
71 GUERTIN, EVELYN LAMPLE
72 HACKETT, JAN
73 HAFKESBRING, STEVEN JAMES
74 HAMMONDS, RHONDA LYNN
75 HANNEN, PAMELA W
76 HAYDEL, BRETT MICHAEL
77 HAYES, PAULINE CROTWELL
78 HEBERT, JUSTIN D
79 HENDERSON, OLIVIA
80 HERNANDEZ, APRIL SUZANNE
81 HERRMANN, BEVERLY R
82 HIGGINS, MICHELLE JACKSON
83 HIRNICH, PATRICKA
84 HIRSCH, MICHELLE JOHNSON
85 HOBBSY, ROBERT G
86 HOGAN, ANNETTE V
87 HOGAN, DARLENE D
88 HOTARD, JUDITH JOHNSON
89 HURLBUT, ROBERT VIRGIL
90 HUTCHINGS, NATHAN LEE
91 HYMEL, ALEXIS MARIE
92 JACOB, JAMES CARROLL
93 JOHNSON, CLARENCE JR
94 JOHNSON, SHALONI SHAINA
95 JONES, DEBRA LYNN
96 KELLER, MATTHEW CHARLES
97 KRJECAREK, MICHAEL EVERETT
98 KRJECAREK, SHIRLEY D
99 LABORDE, SHIRLEY D
100 LAMBERT, RANDY

Publish on September 17, 2015

PUBLIC NOTICE

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the "DSTREHAN PLANTATION FALL FESTIVAL at 13034 River Road in Destrehan, LA on November 13, 14 & 15, 2015 from 9 a.m. until 4 p.m., in the parish of St. Charles. River Road Historical Society, 13034 River Road, Destrehan, La. 70047. Alcohol will be served at this event.

November 13, 14 & 15, 2015

Publish on September 10 & 17, 2015

PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of Ellington Levee- Phase I as follows:

Owner: St. Charles Parish

Project Title: Ellington Levee- Phase I

Project No.: P080905-5B

Principal Work Location: The contract work will be located generally between south of the Mimosa Park and Holder Estates communities of Luling and Boutte, St. Charles Parish, LA.

Description of Basic Work: The contract work comprises of an earthen levee via opposite east borrow, and off-site sources, and placement of compacted embankment, a parallel crushed stone roadway, clearing and grubbing, installation of reinforced concrete box culverts, placing silt fence, constructing ramps, fertilizing, seeding and mulching.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 2nd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, no later than 10:00 a.m. local time on October 19, 2015. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Courthouse. 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, Burk-Kleinpetter, Inc. located at 4176 Canal St., New Orleans, LA 70119.

A payment of \$ 200.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the L.A.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on October 5, 2015 at 10:00 a.m. at 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 2nd Floor, 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
The Daily Journal of Commerce
Times Picayune
The Advocate
McGraw-Hill Dodge of Hot Springs
ISOFT

Thursday, September 17, 2015
Thursday, September 24, 2015
Thursday, October 01, 2015
Thursday, October 08, 2015

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF AUGUST 17, 2015, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish Meeting Minutes Parish Council

St. Charles Parish Courthouse 15045 Highway 18 P.O. Box 302 Hahnville, LA 70057 985-783-5000 www.stcharlesparish-la.gov

Final

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

Monday, August 17, 2015 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 6 - Carolyn K. Scheenaydre, Terrill D. Wilson, William Woodruff, Wendy Benedetto, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, and Julia Fisher-Perrier
Absent 1 - Jarvis Lewis

Also Present

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Chief Administrative Officer Buddy Boo, Legal Director Leon C. Vial, III, Assistant Parish Attorney David Moyer, Public Works/Wastewater Director Sam Schele, Planning & Zoning Director Michael Albert, Finance Director Grand Dussan, Public Information Officer Renee Simpson, Emergency Preparedness Director Ronald J. Perry, CZM Administrator Earl Mathews

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Reverend Allen C. LaGrange, Sr. True Vine Baptist Church, Hahnville

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Fisher-Perrier, to approve the minutes from the regular meeting of August 3, 2015. The motion carried by the following vote:
Yes: 6 - Scheenaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2015-0271

In Recognition: Terry Chlasson, Equipment Operator IV, Department of Public Works
Sponsors: Mr. Woodruff
Read

2015-0272

In Recognition: Ms. Myra Edgar Brown
Sponsors: Mr. St. Pierre Jr.
Chairman Cochran deferred File No. 2015-0272 until later in the meeting.

2015-0273

Proclamation: "ALD Awareness Month in St. Charles Parish"
Sponsors: Ms. Fisher-Perrier
Read

2015-0274

Proclamation: "Art of Respect Day"
Sponsors: Mr. Hogan
Read

2015-0275

In Recognition: Ms. Myra Edgar Brown
Sponsors: Mr. St. Pierre Jr.
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2015-0276

Library Service District
Ms. Leann Benedict, Library Director
Reported

2015-0278

Parish President Remarks/Report
Sponsors: Mr. St. Pierre Jr.
Parish President V.J. St. Pierre, Jr. presented Public Information Officer Renee Simpson and Public Information Aide Tristin Rubin with two meritocracy awards for outstanding production and graphic design from the National Association of County Information Officers (NACIO) as part of its 2015 Awards of Excellence.

Ms. Simpson spoke on the matter.
Mr. Rubin spoke on the matter.

Council Discussion
Councilman Hogan asked President St. Pierre for an update on the raising and dispatching of the arken vessel "Pretty Girl".
President St. Pierre spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING AT THE PUBLIC MEETING TO BE HELD ON TUESDAY, SEPTEMBER 8, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0264

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 constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer floor protection systems within the Parish, and for the ARC of St. Charles.

Sponsors: Mr. St. Pierre Jr. and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0277

An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 24, Noise, Section 24-4. Maximum permissible sound limits to add (d), prohibit noise from private garbage collection.

Sponsors: Mr. Hogan

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0278

An ordinance approving and authorizing the execution of a Donation of Servitude acquiring additional width to an existing public right-of-way over property identified as Tract 5A of Ekinville Subdivision, St. Rosa, Louisiana, for adequate access to a recreational playground in that area.

Sponsors: Mr. St. Pierre Jr. and Department of Legal Services

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0279

An ordinance to approve and authorize the naming of a right of way in the Ekinville Subdivision after Palmer Ekins, founder of Ekinville.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0289

An ordinance approving and authorizing a Home Occupation operated by Roland Salazar - "Roland and Sons Home Improvement, LLC" - a home improvement contractor at 301 St. John Street, Luling.

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

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0290

An ordinance to accept the Department of the Army Easement for pipeline right-of-way (8" waterline) in the Bonnet Carré Spillway, No. DACW29-2-94-77.

Sponsors: Mr. St. Pierre Jr., Chief Administrative Officer and Department of Waterworks

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0291

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to add Grant Revenues in the amount of \$50,000 and associated expenses - Improvements Other Than Buildings, for refurbishing the NORCO Food Incubator.

Sponsors: Mr. St. Pierre Jr. and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0292

An ordinance approving and authorizing the execution of a Donation of Servitude of property bordering Schexnaydre Lane in Destrehan, Louisiana, part of the Destrehan High School Campus facility, for safer foot traffic from Thomas Colby Drive to Destrehan High School.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0293

An ordinance requesting authorization for St. Charles Parish to award an Engineering Service Professional Services Agreement for St. Charles Parish to conduct an interior Drainage Study for the east bank of St. Charles Parish, LAMP FEMA Challenge SCP Project # P140801.

Sponsors: Mr. St. Pierre Jr., Department of Public Works, Ms. Scheenaydre, Mr. Lewis, Mr. Wilson, Mr. Woodruff, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0295

An ordinance authorizing and accepting a Professional Services Agreement for St. Charles Parish to conduct modeling and a flood insurance map appeal for the west bank of St. Charles Parish, LAMP FEMA Challenge SCP Project # LAMP-001.

Sponsors: Mr. St. Pierre Jr., Coastal Zoning Management Section, Ms. Scheenaydre, Mr. Lewis, Mr. Wilson, Mr. Woodruff, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

2015-0294

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1991, to change the land use zoning reclassification from C-3 to M-1 on a 21.7 acre portion of land located at 13540 Old Spanish Trail, Boutte, as requested by Tuljack G. Hoover.

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

Publish/Scheduled for Public Hearing to the Parish Council on September 8, 2015

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2015-0259

An ordinance to amend this Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on the portion of Up the Bayou Road from Railroad Avenue north to the dead end in Des Alemands to fifteen (15) miles per hour.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 6 - Scheenaydre, Lewis, Wilson, Woodruff, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

Enactment No: 15-9-7

2015-0263

An ordinance to approve the resubdivision of Parcel A of Angel Park addition to Mosella Townsite Subdivision and original Lot 9, Blk. 14 into Lots A1, A2, 3A, 4A, 3B, with a waiver to the minimum frontage for Lots A-1 and A-2, of 200 Feet and 102' Angel Drive Boutte, Zoning District R-1A and C-3, Council District 4, as requested by Terry & Josie Authern and Salvador A. Pugliese.

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

Reported: P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Councilman Hogan Recommended: Approval
Speakers: Mr. Terry Authern, Boutte
Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yes: 6 - Scheenaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 15-9-8

2015-0265

An ordinance to approve and authorize the execution of a contract with Barriere Construction Co. LLC for the construction of Parish Project No. P111002-16, Road Maintenance 2015, with Base Bid and Alternate No. 1, in the amount of \$1,311,898.80.

Sponsors: Mr. St. Pierre Jr. and Department of Public Works

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

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Scheenaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 15-9-9

2015-0266

An ordinance to approve and authorize the execution of a Cooperative Endorsement Agreement with the Coalition to Restore Coastal Louisiana (CRCL) for the LaBranche Sality Control Structure Project to be funded by the Coalition to Restore Coastal Louisiana and St. Charles Parish.

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

Reported: P & Z Department Recommended: Approval
CZM Administrator Earl Mathews spoke on the matter.
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Scheenaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 15-9-10

2015-0267

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for Bertucci Contracting Company, LLC, for PO-43 East LaBranche Shoreline Protection Project, Coastal Impact Assistance Program to decrease the contract time by 212 days.

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

Reported: P & Z Department Recommended: Approval
CZM Administrator Earl Mathews spoke on the matter.
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Scheenaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Enactment No: 15-9-10

2015-0268
Mr. St. Pierre, Jr., Department of Planning and Zoning and Coastal Zone Management Section
Reported: P & Z Department Recommended: Approval
CZM Section Recommended: Approval
CZM Administrator Earl Mathews spoke on the matter.
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Enactment No: 15-8-11

2015-0268

An ordinance to provide for the installation of an "ALL WAY STOP" sign at the intersection of 8th Street and Clayton Drive in Norco.

2015-0269
Ms. Fletcher
Reported: Councilwoman Fletcher Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Enactment No: 15-8-12

2015-0269

An ordinance to approve and authorize the Parish President to acquire a perpetual sewer servitude over land identified as a portion of Farm Lots 21, 22 & 23 of Ellington Plantation, St. Charles Parish, Louisiana which property is more particularly described in the Act of Servitude agreement attached hereto and made a part hereof, from Karen Majoria Gervais LeGue, et al and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for sewer purposes in connection with the Primrose Sewer Force Main Project.

2015-0270
Mr. St. Pierre Jr. and Department of Wastewater
Reported: Wastewater Department Recommended: Approval
Wastewater Assistant Director L.J. Brady spoke on the matter.
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fletcher
Nay: 0
Abstain: 1 - Fisher-Perrier
Enactment No: 15-8-13

2015-0270

An ordinance to approve and authorize the Parish President to acquire a perpetual sewer servitude over land identified as a portion of Farm Lots 18, 19 & 20 of Ellington Plantation, St. Charles Parish, Louisiana which property is more particularly described in the Act of Servitude agreement attached hereto and made a part hereof, from Karen Majoria Gervais LeGue, et al and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for sewer purposes in connection with the Primrose Sewer Force Main Project.

2015-0271
Mr. St. Pierre Jr. and Department of Wastewater
Reported: Wastewater Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran and Fletcher
Nay: 0
Abstain: 1 - Fisher-Perrier
Enactment No: 15-8-14

RESOLUTIONS

2015-0261

A resolution to amend the Parish Council Rules to revise Rule 11 to allow for the author of a proposed ordinance and/or proposed resolution to explain its purpose upon being given the floor after its reading by the Council Chairman and to provide for a second opportunity to speak following the discussion of other members.

2015-0262
Mr. Hogan
Reported: Councilman Hogan Recommended: Approval
Chief Administrative Officer Buddy Bos spoke on the matter.
A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to Postpone Indefinitely File No. 2015-0261. The motion carried by the following vote:

Yes: 8 - Schexnaydre, Lewis, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Postponed Indefinitely

APPOINTMENTS

2015-0280

A resolution to appoint a member to the Civil Service Board.

2015-0281
A resolution to appoint a member to the Civil Service Board.

2015-0282
A resolution to appoint Chief Deputy Joe Cardella to the St. Charles Parish Communications District representing the St. Charles Parish Sheriff's Office.

2015-0283
A resolution to appoint Mr. Armond Bourque to the St. Charles Parish Communications District representing the St. Charles Firemen's Association.

2015-0284
Accept resignation of Mr. Stanley Foster - Planning & Zoning Commission District IV Representative

2015-0285
A resolution to appoint a member to the Planning & Zoning Commission as the District IV Representative.

2015-0286
A resolution to appoint a member to the Industrial Development Board

2015-0287
A resolution to appoint a member to the Industrial Development Board

2015-0288
A resolution to appoint a member to the Industrial Development Board

2013-0293
A resolution to appoint a member to the Industrial Development Board

ADJOURNMENT

A motion was made by Councilmember Woodruff, seconded by Councilmember Lewis, to adjourn the meeting at 7:03 pm. The motion carried by the following vote:

Yes: 8 - Schexnaydre, 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 September 17, 2015

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 TUESDAY, SEPTEMBER 8, 2015, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2015-0289
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 15-9-1
An ordinance approving and authorizing a Home Occupation operated by Roland Salazar - "Roland and Sons Home Improvement, LLC" - a home improvement contractor at 301 St. John Street, Luling.
WHEREAS, the St. Charles Parish Code of Ordinances, Appendix A, Section XXII currently states that home occupation applications requiring state licenses must be decided by the Parish Council with a recommendation from the Planning and Zoning Department and Planning and Zoning Commission; and,
WHEREAS, the home occupation for "Roland and Sons Home Improvement, LLC" a home improvement contractor requires registration with the Louisiana State Licensing Board for Contractors; and,
WHEREAS, the Planning and Zoning Commission recommended approval of the request at their regular meeting of August 6, 2015,
THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the application by Roland Salazar to operate - "Roland and Sons Home Improvement, LLC" - a home improvement contractor 301 St. John Street, Luling, is hereby approved with the condition upon Roland Salazar obtaining his Louisiana Contractors License before issuing the permit.
SECTION II. That the Department of Planning & Zoning is authorized to issue zoning compliance for Roland Salazar to operate - "Roland and Sons Home Improvement, LLC" - a home improvement contractor at 301 St. John Street, Luling, subject to the condition.

The foregoing ordinances having been submitted to a vote, the vote thereon was as follows:
YEAS: WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: LEWIS
ABSENT: SCHEXNAYDRE
And the ordinance was declared adopted this 8th day of September, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 a.m. RECD BY: [Signature]

2015-0264
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)

ORDINANCE NO. 15-9-2
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 constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; and for the ARC of St. Charles.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
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, 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 2015 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:

Table with 2 columns: Levies, Millages Levied. Rows: WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER (4.00); LEWIS (0.70).

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 2015, and to make the collection of the respective taxes imposed for and on behalf of said Parish, 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: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER
NAYS: NONE
ABSENT: SCHEXNAYDRE
ABSTAIN: FISHER-PERRIER

And the ordinance was declared adopted this 8th day of September, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 a.m. RECD BY: [Signature]

2015-0278
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 15-9-3
An ordinance approving and authorizing the execution of a Donation of Servitude acquiring additional width to an existing public right-of-way over property identified as Tract 5A of Elkinsville Subdivision, St. Rose, Louisiana, for adequate access to a recreational playground in that area.

WHEREAS, Elkinsville Cemetery Association has agreed to donate additional property for the purpose of widening the existing 12.7' right-of-way to be for access to the Ed Reed Park; and,
WHEREAS, the survey is attached to the Donation of Servitude attached hereto and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Parish President is hereby authorized to execute the attached Donation of Servitude and any and all other documents required to carry out the provisions of this ordinance.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER,
NAYS: NONE
ABSENT: SCHEXNAYDRE, FISHER-PERRIER

And the ordinance was declared adopted this 8th day of September, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 a.m. RECD BY: [Signature]

DONATION OF SERVITUDE UNITED STATES OF AMERICA
BY ELKINSVILLE CEMETERY ASSOCIATION STATE OF LOUISIANA
TO ST. CHARLES PARISH PARISH OF ST. CHARLES

ACT OF SERVITUDE

BE IT KNOWN that on this ___ day of ___ in the year two thousand and fifteen (2015).

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

PERSONALLY CAME AND APPEARED:

ELKINSVILLE CEMETERY ASSOCIATION, a Louisiana non-profit corporation domiciled in St. Charles Parish, State of Louisiana, herein represented by Kathleen Evans, its President, and whose mailing address is P. O. Box 5, St. Rose, Louisiana, 70087, duly authorized by Resolution of the Board of Directors, a copy of which is attached hereto and made a part hereof.

Herein after referred to as "GRANTOR" -and-

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by V. J. ST. PIERRE, JR., its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 15-9-3, adopted by St. Charles Parish Council on the 8th day of September, 2015, a copy of which is attached hereto and made a part hereof.

Herein after referred to as "GRANTEE"

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

LEGAL DESCRIPTION

That piece or portion of ground being a Proposed 4'-10" Right of Way to Lease Site SCP on Tract 5-A of Elkinsville Subdivision, Situated in Section 39, T-13-S, R-9-E, St. Rose, St. Charles Parish, Louisiana and being more fully described as follows:

Commence at the northeast intersection of Short Street and Second Street; thence proceed in a northeasterly direction along the north right of way of Short Street a bearing of N66°07'57"E a distance of 12.58' to a point;

The Point of Beginning

Thence proceed in a northwesterly direction along the west line of a Proposed 4'-10" Right of Way being the east line of an existing 12'-7" right of way a bearing of N23°52'03"W a distance of 875.62' to a point;

Thence proceed in a northwesterly direction along the north line of a Proposed 4'-10" Right of Way being the south line of Lease Site SCP a bearing of N66°07'57"W a distance of 4.84' to a point;

Thence proceed in a southeasterly direction along the east line of a Proposed 4'-10" Right of Way a bearing of S23°52'03"E a distance of 875.62' to a point;

Thence proceed in a southwesterly direction along the south line of a Proposed 4'-10" Right of Way being the north right of way of Short Street a bearing of S66°07'57"W a distance of 4.84' to a point;

The Point of Beginning

As shown on a survey plat by Stephen P. Flynn, P.L.S., dated February 28, 2015 revised June 23, 2015.

TO HAVE AND TO HOLD said servitude, easements, and rights of way unto said GRANTEE, and its successors and assigns forever.

GRANTOR grants unto GRANTEE the right of ingress and egress to and from said servitude for the purpose of constructing, installing, operating, maintaining, repairing, extending and/or replacing additional improvements. GRANTEE retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all damages, which GRANTOR may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this sewer servitude.

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

THUS done, read and passed in the City, Parish/County and State hereinafter designated, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties.

WITNESSES: [Signatures]
GRANTEE: PARISH OF ST. CHARLES
BY: V. J. ST. PIERRE, JR. ITS: PARISH PRESIDENT

WITNESSES: [Signatures]
GRANTOR: ELKINSVILLE CEMETERY ASSOCIATION
BY: KATHLEEN EVANS PRESIDENT

LEON C. VIAL, III
NOTARY PUBLIC

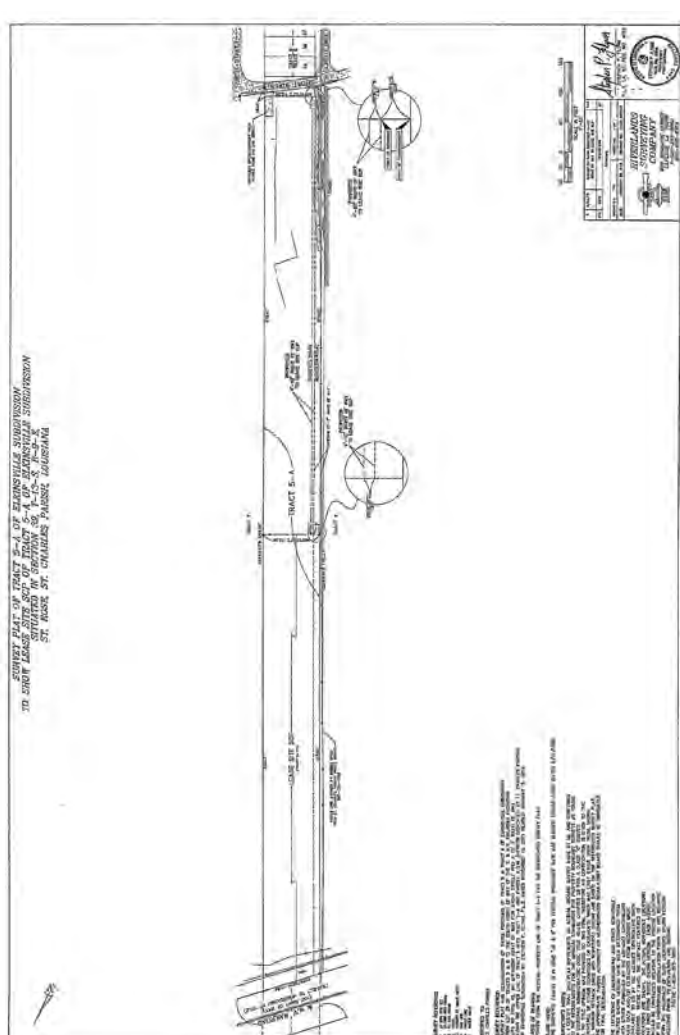
My Commission Expires at death
Notary Identification or Bar Roll No. 13061

IN WITNESS WHEREFORE, said KAY FISHER BLOCKER has executed these documents in the presence of me, Notary, and the undersigned named competent witnesses, at my office in the County of ___ and State of Louisiana, on this ___ day of ___, 2015.

WITNESSES: [Signatures]
GRANTOR: [Signature]
KAY FISHER BLOCKER

Print Name:
NOTARY PUBLIC

My Commission Expires:
Notary Identification or Bar Roll No.:



2015-0279
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-9-4

An ordinance to approve and authorize the naming of a right of way in the Elkinsville Subdivision after Palmer Elkins, founder of Elkinsville.
WHEREAS, in Elkinsville Subdivision there exists a right of way leading to the proposed Ed Reed Recreational Park on land leased from the Elkinsville Cemetery Association, between Short Street and the CN Railroad near the intersection with Second Street; and,
WHEREAS, Mr. Palmer Elkins as a free slave, minister, and business owner, purchased 160 acres of land, created the town of Elkinsville, and established Mount Zion Baptist Church; one of the oldest churches in the area known today as St. Rose; and,
WHEREAS, St. Charles Parish wishes to turn this right of way, provided to the Parish by the Elkinsville Cemetery Association, into a named road to facilitate the construction and use of the park and to honor Mr. Palmer Elkins, founder of Elkinsville and contributor to the history of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the right of way shown on the February 28, 2015 survey, revised June 23, 2015 by Mr. Stephen P. Flynn, PLS, entitled "Survey Plat of Tract 5-A of Elkinsville Subdivision" attached to this ordinance, be known as Palmer Elkins Lane in honor of the founder of Elkinsville.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER
NAYS: NONE
ABSENT: SCHEXNAYDRE, FISHER-PERRIER

And the ordinance was declared adopted this 8th day of September, 2015, 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: 9:40a RECD BY: [Signature]

2015-0290
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(CHIEF ADMINISTRATIVE OFFICER/DEPARTMENT OF WATERWORKS)
ORDINANCE NO. 15-9-5

An ordinance to accept the Department of the Army Easement for pipeline right-of-way (8' waterline) in the Bonnet Carre Spillway, No. DACW29-2-94-77.
WHEREAS, the Department of the Army, has granted easement for a pipeline right-of-way (8' waterline), No. DACW29-2-94-77; and,
WHEREAS, said easement has been granted for a term of fifty (50) years beginning January 2, 1995 and ending January 2, 2045; and,
WHEREAS, it has been determined that the executed easement for 8' waterline with Department of the Army is in the best interest of the citizens of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the executed Department of the Army Easement for pipeline right-of-way (8' waterline) in the Bonnet Carre Spillway, No. DACW29-2-94-77 is hereby accepted.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEXNAYDRE

And the ordinance was declared adopted this 8th day of September, 2015, 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: 9:40a RECD BY: [Signature]

No. DACW29-2-94-77

DEPARTMENT OF THE ARMY
EASEMENT FOR PIPELINE RIGHT-OF-WAY
LOCATED ON
BONNET CARRE SPILLWAY
Project, Installation
St. Charles Parish, Louisiana
County, State

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10 United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interest of the United States, hereby grants to, St. Charles Parish, Dept. of Waterworks hereinafter referred to as the grantee, an easement for 38,000 feet of 8' waterline, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit(s) "A", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions:

1. TERM
This easement is hereby granted for a term of fifty (50) years beginning January 2, 1995, and ending January 2, 2045.

2. CONSIDERATION
a. The grantee shall pay in advance to the United States the amount of \$ (in full for the term hereof) (payable to the order of FAO-USAID-NOO, and delivered to U. S. Army, Corps of Engineers, P. O. Box 70267, New Orleans, Louisiana 70160-0267

b. All considerations and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U. S. C. Section 3717. This statute requires the imposition of an interest charge to for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. That provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from (the due date) (the later of the due date or the date notification of the amount due is mailed to the grantee). An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid principal or other payment balances. Interest will not accrue on any administrative or late payment penalty charge.

3. NOTICES
All correspondence and notices to be given pursuant to this easement shall be addressed, if to the grantee, to [Address], and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, [Address], or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited in a post office box regularly maintained by the United States Postal Service.

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

5. SUPERVISION BY THE (DISTRICT ENGINEER) (INSTALLATION COMMANDER)
The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the (District Engineer) (Installation Commander), New Orleans (District) (Installation), hereinafter referred to as said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

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

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

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

9. PROTECTION OF GOVERNMENT PROPERTY
The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall

exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

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

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

12. INDEMNITY
The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

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

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

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

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

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

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

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

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

19. PRELIMINARY ASSESSMENT SCREENING
A Preliminary Assessment Screening (PAS) documenting the known history of the property with respect to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit [Number]. Upon expiration, revocation or termination of this easement, another PAS shall be prepared with the same content as the environmental condition of the property. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on RESTORATION.

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

21. NON-DISCRIMINATION
The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

22. RESTORATION
On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER
This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1989 (30 Stat. 1151; 33 U.S.C. 403), Section 404 of the Clean Water Act (33 U.S.C. 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

Before the execution of this lease, conditions were deleted, revised and added in the following manner:
Condition Nos. 2 and 19 were deleted
Condition Nos. 24 and 25 were added

24. See Standard Pipeline Crossings Over Levees, (Attached).

25. That the pipeline be relocated for the construction of the Bonnet Carre Freshwater Diversion Channel at the applicant's expense upon notice from the New Orleans District.

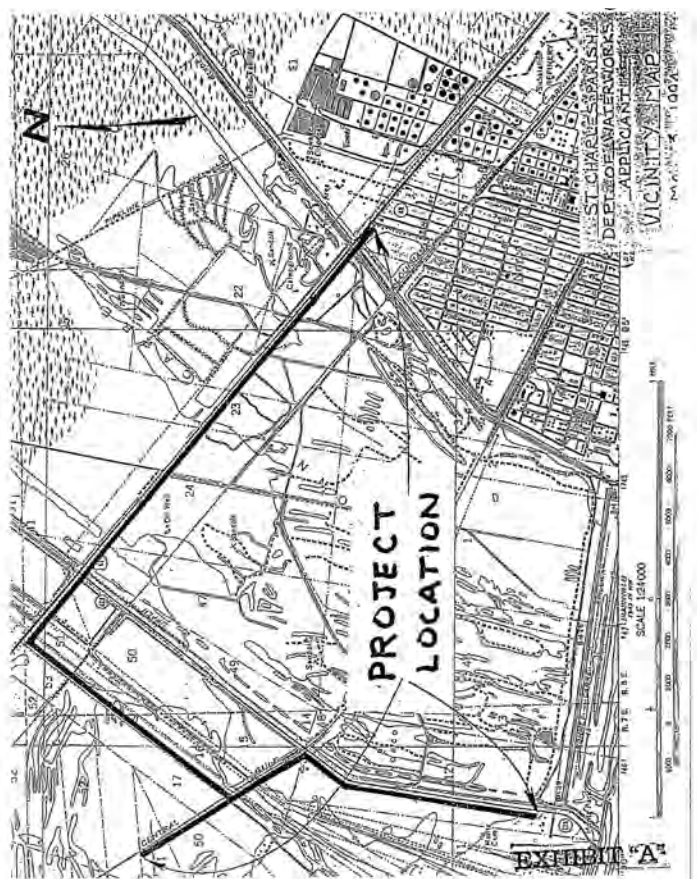
THIS EASEMENT is not subject to Title 10 United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 3 day of January, 1995.

APPROVED AS TO LEGAL SUFFICIENCY:
[Signature] CLYDE H. SELBERS
MARCO ROSAMINI Chief, Real Estate Division
U. S. Army Engineer District
New Orleans

THIS EASEMENT is also executed by the grantee this 4th day of January, 1995.

[Signature] ST. CHARLES DEPT. OF WATERWORKS



2015-0291
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 15-9-6

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to add Grant Revenues in the amount of \$50,000 and associated expenses - Improvements Other Than Buildings, for refurbishing the NORCO Food Incubator.
WHEREAS, the 2015 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 28, 2014 by Ordinance No. 14-10-20, and amended February 9, 2015 by Ordinance No. 15-2-3, April 1, 2015 by Executive Order 15-01, April 20, 2015 by Ordinance 15-4-16, April 20, 2015 by Ordinance 15-4-17, May 4, 2015 by Ordinance 15-5-7, May 4, 2015 by Ordinance 15-5-8, May 18, 2015 by Ordinance 15-5-10, May 21, 2015 by Executive Order 15-02, June 1, 2015 by Ordinance 15-6-16, June 1, 2015 by Executive Order 15-03, June 3, 2015 by Executive Order 15-04, June 3, 2015 by Executive Order 15-05; 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 2015 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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 2015 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: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEXNAYDRE

And the ordinance was declared adopted this 8th day of September, 2015, 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: 9:40a RECD BY: [Signature]

NO. DACW29-2-94-77

Table with columns: Original, Last Adopted, Current Year, Proposed, etc. Title: ST. CHARLES PARISH GOVERNMENTAL FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2015

2015-0292
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-9-7

An ordinance approving and authorizing the execution of a Donation of Servitude of property bordering Schexnaydre Lane in Destrehan, Louisiana, part of the Destrehan High School Campus facility, for safer foot traffic from Thomas Colby Drive to Destrehan High School.

WHEREAS, St. Charles Parish School Board has agreed to donate property for the purpose of constructing a (4) foot wide sidewalk on and across property owned by the School Board, running from Thomas Colby Drive, along the existing fence line adjacent to the Destrehan High School athletic stadium, passing the stadium itself and ending at the existing sidewalk gate entry, in the area designated in the attached Exhibit "A", for purposes of improving means of ingress and egress to the Destrehan High School grounds; and,

WHEREAS, the survey is attached to the Donation of Servitude attached hereto and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to execute the attached Donation of Servitude and any all other documents required to carry out the provisions of this ordinance.

The foregoing ordinance having been submitted to a vote, vote thereon was as follows:
YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEXNAYDRE

And the ordinance was declared adopted this 8th day of September, 2015 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: 9:40a RECD BY: [Signature]

STATE OF LOUISIANA
PARISH OF ST. CHARLES

RIGHT OF ENTRY AND RIGHT OF USE - SERVITUDE AGREEMENT

BE IT KNOWN, that on the dates hereinafter indicated but effective as of (the "Effective Date");

BEFORE the undersigned Notaries Public, each duly commissioned and qualified in and for the Parish of St. Charles, Louisiana, and in the presence of the hereinafter identified undersigned witnesses, personally came and appeared:

St. Charles Parish School Board ("The School Board"), through its duly authorized representative, Superintendent Felecia Gomez-Walker,

and St. Charles Parish, a political subdivision of the State of Louisiana ("The Parish"), through its duly authorized representative, V.J. St. Pierre, Jr.

who declared that they hereby enter into this Right of Entry and Right of Use - Servitude Agreement (this "Agreement"), as follows:

RECITALS

Whereas, The School Board is the owner of certain real property in St. Charles Parish, Louisiana, bordering Schexnaydre Lane in Destrehan, Louisiana, part of the Destrehan High School Campus facility as described herein by Exhibit "C" ("The Property"); and

Whereas, The Parish wishes, and does hereby agree, to construct and maintain a four (4) foot wide sidewalk on and across property owned by The School Board, running from Thomas Coby Drive, along the existing fence line adjacent to the Destrehan High School athletic stadium, passing the stadium itself and ending at the existing sidewalk gate entry, in the area designated in the attached Exhibit "A", for purposes of improving means of ingress and egress to the Destrehan High School grounds ("The Sidewalk"); and

Whereas, The School Board and The Parish intend by this Agreement to establish a Right of Entry and Right of Use - Servitude Agreement, allowing The Parish to construct and maintain The Sidewalk, pursuant to Louisiana Civil Code Article 639, establishing their respective rights and obligations in connection with the construction and maintenance of The Sidewalk; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I.

RIGHT OF ENTRY AND RIGHT OF USE - SERVITUDE

1.1. General Servitude for Ingress and Egress. The School Board does hereby establish, grant and create a nonexclusive right of entry and right of use to The Parish, for the purposes of ingress and egress, by pedestrian traffic and by such equipment as is necessary for the construction and maintenance of The Sidewalk, over, across and upon the Property. This Right of Entry and Right of Use shall be in favor of The Parish, its employees, contractors, deliverymen, agents, invitees, and licensees, as necessary to construct and maintain the sidewalk.

1.2. Reservation of Rights. Subject to any specific requirements or limitations set forth herein, The School Board hereby reserves its rights: (i) to pass over, across and upon the area designated by this Right of Entry and Right of Use, for the purpose of access to, and use of, its own property, including but not limited to that certain property on which The Sidewalk is situated; (ii) to use the surface of the area designated by this Right of Entry and Right of Use and the adjacent property for pedestrian traffic and to construct and place benches, lawn landscaping, utility and lighting poles and other like improvements, and for any other purposes which are not inconsistent with the Right of Entry and Right of Use granted herein; (iii) to exclusive use of the sub-surface of the area designated by this Right of Entry and Right of Use, and (iv) to grant to any other person, firm, corporation or other entity rights in, over, under and through such area designated by this Right of Entry and Right of Use, provided that none of the reservations set forth in clauses (i) through (iv) above shall individually or in the aggregate materially interfere with the Right of Entry and Right of Use granted to The Parish, as set forth herein.

1.3 Maintenance and Repair.

(a) Construction and Maintenance of The Sidewalk. The Parish shall construct, keep and maintain at all times The Sidewalk in good order, condition and state of repair, and shall inspect, maintain, repair and, as necessary, replace The Sidewalk, keeping it level, smooth and evenly paved with concrete in all respects suitable and safe for pedestrian foot traffic;

(b) No Charges for Use of The Sidewalk. No charge of any type shall be made or collected from The Parish, its employees, contractors, deliverymen, agents, invitees, and licensees for the right to enter and to use all or any portion of The Sidewalk.

(c) Operation and Maintenance Expenses. The Parish shall bear the full and entire cost of performing its obligations set forth in Section 1.3(a) above in connection with The Sidewalk.

II.

GENERAL PROVISIONS

3.1 Notices. Any notice, request, demand, approval or consent given or required to be given pursuant to this Agreement shall be in writing and shall be: (i) mailed by United States certified mail, postage prepaid, return receipt requested; or (ii) delivered by recognized overnight courier; or (iii) delivered in hand, to the respective person at the address stated below or at the last changed address given by such respective person to be notified as hereinafter specified. Any such notice shall be deemed to have been given on the date shown on the return receipt or delivery receipt if addressed as follows:

If to The School Board:

John Roma
Executive Director of Physical Plant Services
13855 River Road
Luling, LA 70070

If to The Parish:

V. J. St. Pierre
Parish President
PO Box 302
Hahnville, LA 70057

Copies of all notices required herein shall also be provided to the Superintendent of The St. Charles Parish Schools at the above address, and to the President of St. Charles Parish at the above address.

Either party to this Agreement may, at any time, change its address for the above purposes by mailing as addressed a notice stating the change and setting forth the new address.

3.2 Insurance and Indemnities.

(a) Insurance Requirements. Commencing with the effective date of this Agreement, The Parish, at its own sole expense, maintain or cause to be maintained comprehensive general public and automotive liability insurance against claims for personal injury or death and property damage occurring upon, in or about The Property, including but not limited to The Sidewalk, such insurance in each case to afford protection in accordance with the terms and limits specified on the attached Exhibit "B," naming The School Board as Certificate Holder and Additional Insured, and waiving subrogation in favor of The School Board. The Parish shall furnish to The School Board certificates evidencing the existence of such insurance required herein.

(b) Indemnity. The Parish shall indemnify, hold harmless and defend The School Board, its contractors, agents, and employees, from and against all claims, demands, suits, damages, costs, expenses and liabilities (including court costs and reasonable attorneys' fees) arising from or relating to the death, accidental injury, loss or damage caused to any person or to the property of any person as shall occur by virtue of any exercise of any right afforded to The Parish by this Agreement, and/or by virtue of any acts or omissions related in any way to the construction and/or maintenance of The Sidewalk, except as to such death, injury, loss or damage as shall have been caused by the gross negligence or willful misconduct of The School Board, its contractors, agents or employees.

3.3 Miscellaneous.

(a) No Joint Venture or Partnership. Nothing contained in this Declaration shall be construed to make The School Board and The Parish partners or joint venturers, or to render either of said parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

(b) No Right of Transfer. The right of entry and right of use conveyed to The Parish by this Agreement is not transferable to any other person or entity without the express written consent of The School Board.

(c) Enforcement and/or Termination. In addition to any other rights it has pursuant to this Agreement, The School Board shall have the right to enforce the obligations and covenants of The Parish under this Agreement, or, at its exclusive option exercised within its sole discretion, to terminate this Agreement, if in its reasonable opinion, The Parish does not perform any of its obligations and/or covenants set forth herein.

(d) Recording. This Agreement shall be recorded in its entirety. The fees for such recording shall be borne by The School Board.

(e) Captions. The captions and headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

(f) Laws of Louisiana and Partial Invalidity. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana. If any provision or portion of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be determined invalid, unenforceable, or illegal by a court of law, the remainder of this agreement shall be valid and enforceable to the fullest extent permitted by law.

(g) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such together shall constitute one and the same instrument.

(h) Gender and Number. All terms contained herein shall be construed, whenever the context of this Agreement so requires, so that the singular number shall include the plural, and the plural the singular, and the use of any gender shall include all genders.

3.4 Termination. The School Board may, at its option, terminate this Agreement, upon thirty (30) days written notice to The Parish, if The School Board determines, in its sole discretion that it requires The Property for another purpose which is incompatible with its continued use as The Sidewalk. In the event of the exercise of such termination, all obligations of The Parish under this Agreement shall cease immediately, and any removal of concrete/paving for The Sidewalk will be at the expense and direction of The School Board.

THUS DONE AND SIGNED by The St. Charles Parish School Board, through its duly authorized representative, Superintendent Felecia Gomez-Walker, on [date] in St. Charles Parish, Louisiana, before me, [Notary Name], the undersigned Notary Public, duly commissioned and qualified in and for said parish/county and state, and in the presence of the undersigned competent witnesses, who have signed with [Notary Name] and me, after a due reading of the whole.

THE ST. CHARLES PARISH SCHOOL BOARD

by:

Felecia Gomez-Walker
Superintendent

WITNESSES

NOTARY PUBLIC

Print Name:
My commission expires:

THUS DONE AND SIGNED by St. Charles Parish, through its duly authorized representative, on [date] in St. Charles Parish, Louisiana, before me, [Notary Name], the undersigned Notary Public, duly commissioned and qualified in and for said parish/county and state, and in the presence of the undersigned competent witnesses, who have signed with [Notary Name] and me, after a due reading of the whole.

ST. CHARLES PARISH

by:
V.J. St. Pierre, Jr.
Parish President

WITNESSES:

[Signature]

NOTARY PUBLIC

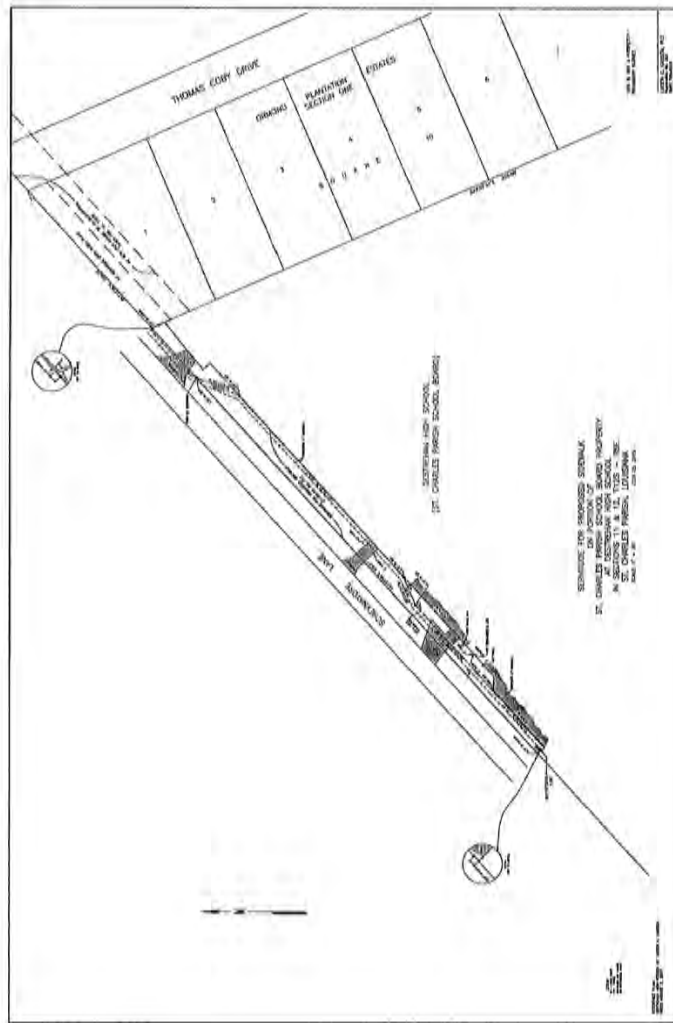
Print Name:
My commission expires:

Exhibit "C"
PROPERTY DESCRIPTION
SERVITUDE FOR
PROPOSED SIDEWALK

A certain tract of land situated in the Parish of St. Charles, State of Louisiana, on the East Bank of the Mississippi River, located in Sections 11 & 12, Township 12 South, Range 8 East, and being more particularly described as follows:

From the intersection of the southwesterly right of way of Thomas Coby Drive and the southeasterly right of way of Schexnaydre Lane, proceed S47°27'09"W along the southeasterly right of way of Schexnaydre Lane a distance of 47.28 feet, thence S47°35'51"W a distance of 245.11 feet, thence S67°53'32"W a distance of 29.89 feet, thence S47°14'05"W a distance of 116.28 feet, thence S47°54'55"W along edge of existing concrete, a distance of 76.37 feet, thence N44°40'33"W along an existing fence a distance of 8.68 feet to the right of way of Schexnaydre Lane, thence N47°27'09"E along said right of way a distance of 508.97 feet to the point of beginning, containing 7,363.95 square feet all in accordance with a plan by Lucien C. Gassen, PLS, dated July 23, 2015.

[Signature]
Lucien C. Gassen, PLS
Registration No. 353



2015-0293
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ST. CHARLES PARISH COUNCIL

ORDINANCE NO. 15-9-8
An ordinance requesting authorization for St. Charles Parish to award an Engineering Service Professional Services Agreement for St. Charles Parish to conduct an Interior Drainage Study for the east bank of St. Charles Parish, LAMP FEMA Challenge SCP Project # P140801.

WHEREAS, the East Bank Drainage System is currently included under the review and evaluation of the LAMP FEMA Challenge; and,

WHEREAS, a Hydrology and Hydraulics Model will be developed using Autodesk Storm and Sanitary Analysis software on a Civil 3D platform. The results of this modeling and engineering review are needed to support the recommendation of St Charles Parish under the LAMP FEMA Challenge effort; and,

WHEREAS, all existing drainage and LIDAR data will be utilized, but additional data collection will be required in the form of Engineering Field research and surveys to support the Hydrology and Hydraulics Modeling; and,

WHEREAS, St. Charles Parish has received a proposal from Evans-Graves Engineers, Inc. on August 10, 2015, for Engineering Services to perform the Interior Drainage Study for the east bank; and,

WHEREAS, the proposal from Evans-Graves Engineers, Inc. consists of 2 parts for the Engineering Services to perform Hydrology and Hydraulics Modeling and Report. Task No.1 will consist of the Engineering Analysis, Modeling and Reporting and Task No.2 will consist of field data gathering and surveys.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement with Evans-Graves Engineers, Inc. to conduct an Interior Drainage Study for the east bank of St. Charles Parish, LAMP FEMA Challenge SCP Project # P140801 is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said agreement on behalf of St. Charles Parish. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEKNAYDRE

And the ordinance was declared adopted this 8th day of September, 2015, to become effective five (5) days after publication in the Official Journal.

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

PARISH PRESIDENT:
RET. SECRETARY:
AT: [Signature]

ST. CHARLES PARISH

ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the [date] day of [month], 2015, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and Evans-Graves Engineers, Inc., a Louisiana Corporation acting herein and through its Vice-President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. P140801 LAMP FEMA Challenge.

1. GENERAL

a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

a. TASK No. 1: DETAILED MODEL

L. H&H models will be developed using preliminary data consisting of the information currently available from the Parish GIS group, as-built documentation and prior studies provided by the Parish Public Works Department, field reconnaissance, and topographic surveys conducted under the USACE St. Charles Parish East Bank Urban Flood Study. This task will consist of the developing a new hydrology and hydraulics model using Autodesk Storm and Sanitary Analysis extension software on the Civil3D platform. The model will be created from a surface model Evans-Graves will provide, developed from the recent Parish LIDAR, supplemented with field data provided by the Parish, as-built drawings, and EG reconnaissance and surveys as conducted in Task 2 and under Supplemental Services, to bring the model to current conditions. The model will include individual manholes, inlets, storm drain lines, culverts, and ditches. Elevations of inverts will be collected from direct field measurements provided by the parish and calculated depths from ditch bottoms. Culvert sizes not already provided by the parish will be obtained by spot field measurements, with the intermediate sizes assumed. EG will create new maps to reflect model results and develop other maps and databases necessary for evaluation and presentation of the data. The model will be run on software not provided by USACE: Autodesk/Boss International (StormNet) Storm and Sanitary Analysis and the Environmental Protection Agency (EPA) Storm Water Management Model (SWMM). These programs produce a greatly enhanced and precisely defined model result at the precision of the LIDAR data. Creation of cross-sections and profiles is highly interactive. Flow directions, flowrates, and flood areas can be observed in animated real-time. Deficiencies in the capacities of individual elements in the model are isolated by the software. The program is directly linked with the CAD software to allow interactive visual processing. The stream locations and flood mapping is precisely accurate and representative of the true conditions on the ground. This software utilizes the information in huge LIDAR data sets, and provides detailed analysis of every component in the system. The software has been developed specifically for modelling a variety of storm events on subsurface urban drainage systems with many interacting components. The model is highly interactive and intended to be continually updated to reflect changing conditions, with a primary purpose being ongoing improvements in performance and operations. This task will include running any available known rainfall events through the model to compare the model's output to recorded flooding events.

b. TASK No. 2: SUPPLEMENTARY SERVICES

i. Professional Services by Evans-Graves: -This task will include additional E-G professional services authorized by the Parish for modelling and developing remedial or imitative measures for structures, including sizing, design, plan development, and bid and construction services, for channels, pipes, structures, pumps, and storage. This task will also include design and modelling of any specific recommended operational changes in pumping, flow characteristics, and storage.

ii. Professional Services by Evans-Graves: - The work under this category can either be billed under a separate task or it can be billed on a time charge basis in accordance with the attached fee schedule. A description of these services will be provided with the invoice. This task will include additional E-G professional services authorized by the Parish and associated with this project, but not included in Task 1. The work under this category will be billed on a time charge basis in accordance with the attached fee schedule. A description of these services will be provided with the invoice.

iii. Professional Services by Others: - This task will include additional professional services by outside professionals, authorized by the Parish and associated with this project, such as surveying and geotechnical investigation, and not included in Task 1. Parish invoices will consist of the invoice amount by the outside professional, with a ten percent management fee added by Evans-Graves.

c. Deliverables-As part of the monthly pay requests, Evans-Graves will submit to the Parish a written description of the progress of each of the following deliverables, as well as a general description of the overall project progress and significant events and milestones. When each of the deliverables is developed enough to be meaningful, preliminary copies will be provided to the parish for review and comment. As the project develops, EG will provide a list of prospective remediation or mitigation items for the parish's consideration of inclusion into this project.

i. Plan Sheets - Plans sheets will be provided at an appropriate scale to convey the information developed in the model and discussed in the Summary Report. Boundaries of specific flood events will be shown, as well as the location and geometry of any modeled structure or cross-section.

ii. GIS Data - The information developed under this project will be provided as geographic information systems (GIS) files for implementation into the overall parish GIS system. The information provided for GIS will be dependent on the Option level under which the model is developed.

iii. Summary Report-A Summary Report will be provided explaining the overall project, the methodologies used, assumptions made, relevant historic or empirical information. A textual description with illustrations will be given for the different elements of the study, including the data, the software, the existing conditions input and output, and any specific recommendations for remediation or mitigation of the existing system or operation.

iv. Computer Model-The final input, configuration, and output files for the particular software used will be provided. If the particular software is available without licensing fees, a copy of the software will also be provided. For licensed software, documentation for acquiring the appropriate licenses will be included.

3. PERIOD OF SERVICE

a. The CONSULTANT shall complete and produce all deliverables described in the Scope of Services in Section 2c within one hundred twenty (120) calendar days of execution of this AGREEMENT.

b. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the OWNER and the CONSULTANT.

4. CONSULTANT'S COMPENSATION

a. The method of payment for this AGREEMENT is a combination of LUMP SUM & billable hours. Such payment to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S invoice by OWNER.

i. TASK No. 1 as described in 2a will be paid LUMP SUM in the amount of \$166,300.00 as deliverables are received, reviewed, and approved.

ii. TASK No. 2 as described in 2b will be paid on billable hours in accordance with the attached fee schedule.

5. SERVICES OF THE OWNER

a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in its possession.

b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.

c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of Services.

6. TERMINATION

a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.

b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT.

c. CONSULTANT shall invoice an ascertainable sum proportionate to the lump sum fee amount described in Section 4B. The percentage of services completed shall be based upon the Scope of Services set forth in Section 2B.

d. In no event shall the fee exceed what is set forth in Section 4B of the AGREEMENT.

e. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.

f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

a. This AGREEMENT is not assignable.

9. INSURANCE

a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.

b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.

c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.

d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).

e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.

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

g. OWNER may examine all insurance policies.

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

10. OTHER

- a. CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST [Signature] ST. CHARLES PARISH
By: Mr. V.J. St. Pierre, Jr. Parish President
ATTEST [Signature] Evans-Graves Engineers, Inc.
By: Vice-President

FEE SCHEDULE TIME CHARGE SERVICES

Table with 3 columns: CLASSIFICATION, HOURLY RATES, and HOURLY RATES. Includes categories like Senior Principal (P.E.), Chief Engineer (P.E.), and various engineering and construction services.

PROJECT: _____ DATE: _____
LOCATION: _____ PERIOD: _____
BY: _____

REMARKS: Above rates increased by 25% for expert testimony and legal proceedings.

REIMBURSABLE EXPENSES: (Not included in above rates). 4-Wheeler billed at \$100/day. Long Distance telephone charges, express mail, printing and reproduction, regulatory agency and recording fees; travel, food and lodging outside of the Baton Rouge, Louisiana area; special equipment or supplies all billed at invoice amount, plus an administrative charge of 10%. Mileage outside of the Baton Rouge, Louisiana area will be billed at the current Federal Allowable Rate plus 10%.

sum is exceeded, it will be considered outside the scope of services and upon approval by the OWNER will be billed as additional billable at the appropriate rates.

- b) Reimbursable expenses shall be approved prior to expenditure, fully documented and reimbursed at cost. Mileage reimbursement will be billed at the appropriate IRS Standard Mileage Rate.
c) Such payment to be made to CONSULTANT within thirty (30) days after receipt of CONSULTANT'S invoice by OWNER.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in his possession.
b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of Services.
d. CONSULTANT shall work with other consultants working on the PROJECT under the direction of the OWNER.
6. TERMINATION
a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT.
c. CONSULTANT shall invoice an ascertainable sum proportionate to the lump sum fee amount described in Section 4. The percentage of services completed shall be based upon the Scope of Services set forth in Section 2B.
d. In no event shall the fee exceed what is set forth in Section 4E of the AGREEMENT.
e. OWNER, upon receiving the completed or partially completed deliverables, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
f. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such General Liability insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.
b. Insurance for bodily injury or death shall be in the unnumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
c. The insurance for property damage shall be in the unnumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unnumbered sum of ONE MILLION DOLLARS (\$1,000,000.00).
e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
g. OWNER may examine all insurance policies.
h. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST [Signature] ST. CHARLES PARISH
By: Mr. V.J. St. Pierre, Jr. Parish President
ATTEST [Signature] Lonnie G. Harper & Associates
By: Lonnie Harper, President

2015-0300 INTRODUCED BY: ST. CHARLES PARISH COUNCIL RESOLUTION NO. 6176

A resolution to appoint a member to the St. Charles Parish Council to fill the vacancy created by the resignation of District II Councilman William Billy Woodruff.
WHEREAS, effective August 31, 2015 District II Councilman William Billy Woodruff resigned as a member of the St. Charles Parish Council; and,
WHEREAS, in accordance with Article III Section A, 6, of the St. Charles Parish Home Rule Charter any vacancy on the Council shall be filled within thirty (30) days by majority vote of the remaining members; and,
WHEREAS, since the unexpired portion of the term is less than one year the appointee shall serve out the remainder of the term.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby appoint Stacy Tastet, 11 Cathy Drive, Luling, LA 70070 as Councilman District II.

BE IT FURTHER RESOLVED that said appointment shall be effective immediately and shall serve out the remainder of the term.
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEKNAYDRE
And the resolution was declared adopted this 8th day of September, 2015, to become effective immediately.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D./PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 REC'D BY: [Signature]

2015-0308 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (GRANTS OFFICE) ST. CHARLES PARISH COUNCIL RESOLUTION NO. 6177

A resolution certifying that St. Charles Parish has complied with the bidding procedures of Louisiana Revised Statutes 38:2211, et seq., for the Willowridge Levee Improvements - Phase III State Project No. H.009257.
WHEREAS, St. Charles Parish has solicited bids for the Willowridge Levee Improvements - Phase III, State Project No. H.009257, in accordance with the current bid laws of the State of Louisiana, including, but not limited to R.S. 38:2211 et seq.; and,
WHEREAS, St. Charles Parish has submitted to DOTD Certification of proof of publication, one (1) copy of the bid proposals and bid bonds as submitted by each of the three (3) lowest bidders, a legible copy of the bid tabulation of all bids received and certified to be correct by the Engineer, a copy of the Engineer's Recommendation of Award letter, and a copy of the Notice of Award letter.

NOW, THEREFORE, BE IT RESOLVED, THAT THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby certify that St. Charles Parish has complied with the bidding procedures of Louisiana Revised Statutes 38:2211, et seq., for the Willowridge Levee Improvements - Phase III, State Project No. H.009257.

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

YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEKNAYDRE
And the resolution was declared adopted this 8th day of September, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D./PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 REC'D BY: [Signature]

2015-0309 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (GRANTS OFFICE) ST. CHARLES PARISH COUNCIL RESOLUTION NO. 6178

A resolution requesting authorization for St. Charles Parish to award a construction contract for the Willowridge Levee Improvements - Phase III, State Project No. H.009257, through the State of Louisiana Department of Transportation and Development

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D./PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 REC'D BY: [Signature]

(DOTD) under the Louisiana Statewide Flood Control Program.

WHEREAS, St. Charles Parish has received bids on August 25, 2015, at 10:00 a.m. on the Willowridge Levee Improvements - Phase III flood control project under the Statewide Flood Control Program; and,

WHEREAS, Burk-Kleinpeter, Inc., Suresh I. Shah, P.E., the Consulting Engineer, has recommended that award of the contract be made to the lowest qualified bidder, Sealevel Construction, Inc., for the Base Bid in the amount of \$7,440,171.00.

NOW, THEREFORE, BE IT RESOLVED, BY THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, acting pursuant to the recommendation of Burk-Kleinpeter, Inc., Suresh I. Shah, P.E., the Consulting Engineer, that the Base Bid in the amount of \$7,440,171.00 by Sealevel Construction, Inc., be accepted and a construction contract be awarded to them for the Willowridge Levee Improvements - Phase III, State Project No. H.009257.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:
YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEKNAYDRE

And the resolution was declared adopted this 8th day of September, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D./PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 REC'D BY: [Signature]

2015-0207 INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV RESOLUTION NO. 6179

A resolution requesting an Attorney General (AG) Opinion as to whether the actions taken by St. Charles Parish President V.J. St. Pierre, Jr., with respect to that which is needed in order to avoid having an ad valorem of La. Const. art. VII, Sec. 14(A) as noted in AG Opinions 13-0171 and 14-0045, were reasonable and requires no more action on his part or no further action required should it be opined that the actions taken were not reasonable.

WHEREAS, AG Opinion 13-0171 stated "... in order to avoid running ad val of La. Const. art. VII, Sec. 14(A), which prohibits the gratuitous alienation of public funds, the Parish must seek to recover the expenses associated with providing the dumpsters"; and,

WHEREAS, AG Opinion 14-0045 stated "We have also opined that based on the language of La. Const. art. VII, Sec. 14(A), a public entity has no authority to set-aside, reduce, or otherwise forgive a debt owed to the public entity. See La. Atty. Gen. Op. Nos. 13-0079, 10-0287 and 10-0264. Therefore, if money is owed to the Parish, the Parish should take reasonable steps to recover it"; and,

WHEREAS, AG Opinion 14-0045 stated "...with regards to the means or method the Parish should use to recover any funds owed to it, our office will defer to the Parish's legal counsel; and,

WHEREAS, AG Opinion 14-0045 stated "Counsel to the Parish is in the best position to determine which debts are collectable and what collection methods to pursue..."; and,

WHEREAS, the Parish's legal counsel determined that the best collection means or method was to send a form letter to the individuals that received dumpsters written to "Dear Resident" which did not state how much was owed and did not advise on how to learn of how much they owed; and,

WHEREAS, the form letters were reportedly sent standard mail to each individual that received a dumpster but there is no evidence showing that they were sent to and received by each individual since they were not sent by any documentable means; and,

WHEREAS, with respect to the collection means or method taken, AG Opinion 14-0045 stated "...it is the opinion of this office that public entities must make reasonable attempts to collect debts owed to them as required by La. Const. art. VII, Sec. 14(A)"; and,

WHEREAS, the question at hand is whether or not sending of the form letters via standard mail, if they were all sent as the Parish stated they were, were reasonable steps to collect the debt owed as they were required to be reasonable according to AG Opinion 14-0045; and,

WHEREAS, it is requested that the AG advise on the steps needing to be taken should it be determined that the actions taken were not reasonable.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request an Attorney General (AG) Opinion as to whether the actions taken by St. Charles Parish President V.J. St. Pierre, Jr., with respect to that which is needed in order to avoid having an ad val of La. Const. art. VII, Sec. 14(A) as noted in AG Opinions 13-0171 and 14-0045, were reasonable and requires no more action on his part or to advise on further action required should it be opined that the actions taken were not reasonable.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows:
YEAS: WILSON, TASTET, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: BENEDETTO
ABSENT: SCHEKNAYDRE, LEWIS

And the resolution was declared adopted this 8th day of September, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D./PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 REC'D BY: [Signature]

2015-0280 RESOLUTION NO. 6180

A resolution to appoint a member to the Civil Service Board.

WHEREAS, There exists a vacancy on the CIVIL SERVICE BOARD due to the expiration of the term of Mr. Brett Terreboune on August 1, 2015; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Brett Terreboune, 352 Evergreen Drive, Oaktrahan, LA 70047 is hereby appointed to the CIVIL SERVICE BOARD; and,

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire AUGUST 1, 2018.

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

YEAS: WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEKNAYDRE, LEWIS

And the resolution was declared adopted this 8th day of September, 2015 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D./PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 REC'D BY: [Signature]

2015-0281 RESOLUTION NO. 6181

A resolution to appoint a member to the Civil Service Board.

WHEREAS, There exists a vacancy on the CIVIL SERVICE BOARD due to the expiration of the term of Ms. Sara Champion on August 1, 2015; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Ms. Sara Champion, 314 Willowdale Blvd., Luling, LA 70070 is hereby appointed to the CIVIL SERVICE BOARD; and,

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire AUGUST 1, 2018.

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

YEAS: WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: SCHEKNAYDRE, LEWIS

And the resolution was declared adopted this 8th day of September, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D./PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 9:40 REC'D BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

TIFFANY K. CLARK
COUNCIL SECRETARY

Publish September 17, 2015

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

The St. Charles Parish Sheriff's Office will receive sealed bids until 10:00 A.M. on Friday, October 2, 2015 at the Sheriff's Office, Courthouse Building in Hahnville, Louisiana for the following:

POLICE UNIFORMS, made to police specifications, for the St. Charles Parish Sheriff's Office Employees for a one-year period from bid award through October 1, 2015, with a one-year optional renewal at the same rates/terms when agreed upon by both parties.

Detailed specifications may be obtained by contacting Maisy Robicheaux at the St. Charles Parish Sheriff's Office (Phone 985-783-6237 ext 2055) Courthouse Building, Hahnville. Refer any questions about the bid to Major Edward Beckendorf (Phone 985-783-6180).

Bids must be plainly marked on outside envelope "BID-POLICE UNIFORMS" and delivered to the St. Charles Parish Sheriff's Office or mail to P.O. Box 426, Hahnville, Louisiana 70057 by the date and time listed above. Bids received after that time shall be returned unopened.

The Sheriff reserves the right to reject any and all bids pursuant to the law. St. Charles Parish Sheriff's Office is an Equal Opportunity Employer. We encourage all small and minority-owned firms and women's business enterprises to participate in this solicitation.

/s/ Greg Champagne, Sheriff

PUBLISH: September 17th & September 24th, 2015

ST. CHARLES PARISH DEPARTMENT OF COASTAL ZONE MANAGEMENT PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into the day of September, 2015, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and LONNIE G. HARPER & ASSOCIATES herein and through its President, hereinafter called the CONSULTANT. WHEREAS the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project Levee Analysis and Mapping Procedures, LAMP001.

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform modeling necessary to successfully participate in the LAMP pilot program and Flood Insurance Rate Map Appeal under the consultation of Dr. Joseph Snydora (LAMP Coordinator) identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services.
b. SCOPE OF SERVICES:
Complete those tasks included in EXHIBIT A assigned through the OWNER determined to be necessary for the successful participation by St. Charles Parish in the LAMP pilot program and Flood Insurance Rate Map Appeal

3. PERIOD OF SERVICE

- a. The CONSULTANT shall complete and produce all tasks assigned by the OWNER within the time frame and task orders established by the LAMP Coordinator.
b. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the OWNER and the CONSULTANT.
c. The contract shall expire on June 30, 2017 unless extended by mutual written agreement by both parties.

4. CONSULTANT'S COMPENSATION

- a) The method of payment for this AGREEMENT is HOURLY based on the Not to Exceed amounts for each task order for services listed in EXHIBIT A or a lower negotiated amount. Fees for the Services shall be charged to Client at an hourly rate charge according to the schedule in EXHIBIT A. Client agrees to pay CONSULTANT for all services that CONSULTANT performs. If the not to exceed

PUBLIC NOTICE

ST. CHARLES PARISH SCHOOL BOARD

ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at www.stcharles.k12.la.us under quick links (online bids, RFP's, etc.) until 2:00 P.M., October 21, 2015, on **ONE (1) NEW (2016) 48 PASSENGER BODY AIR CONDITIONED SCHOOL BUS EQUIPPED TO TRANSPORT SPECIAL NEEDS STUDENTS.**

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Wayne Gassen at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, (985) 785-7210.

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, **"BID ON ONE (1) NEW (2016) 48 PASSENGER BODY AIR CONDITIONED SCHOOL BUS EQUIPPED TO TRANSPORT SPECIAL NEEDS STUDENTS."** ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT www.stcharles.k12.la.us UNDER QUICK LINKS (ONLINE BIDS, RFP'S, ETC.)

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

EACH SEALED BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID SHOWN ON THE BID FORM. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.

The St. Charles Parish School Board reserves the right to reject any and all bids, and to waive all informalities.

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

To be published in the ST. CHARLES HERALD-GUIDE three (3) times as follows:

1st Printing - September 17, 2015
2nd Printing - September 24, 2015
3rd Printing - October 1, 2015

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 \$36.11 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleans 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 two dollars and eight cents (\$42.08) per cubic yard will be assessed. An administration fee of \$35.07 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:

Cathy Vinnett (Mongruer Tract)
Lot 16 (222 Goodchildren Street)
Nature of violation: grass cutting & removal of debris

Mildred Griffin Hall (Eddie Roosevelt Ross, Jr. (Booker T Washington)
Lot 5-6 (532 South Kinler Street)
Nature of violation: grass cutting & removal of debris

Caswalya Rene Landry (Village of Hahnville)
Lot part of lot 15 (306 Pine Street)
Nature of violation: grass cutting & removal of debris

Andrew Metrejean, Jr. (Sellers Village)
Lot South 1/2 of lot 4 and all of lots 5-6 (309 Ellen Street)
Nature of violation: grass cutting & removal of debris

Ennis Griffin (Booker T Washington)
Lot 55 (363 South Kinler Street)
Nature of violation: grass cutting & removal of debris

Gwen Lawrence Banquer (Good Hope)
Lot 3-5 (623 Apple Street)
Nature of violation: grass cutting & removal of debris

Louis Muhleisen (Evangeline Estates Phase 2)
Lot 17 (141 Westover Lane)
Nature of violation: grass cutting & removal of debris

Ran & Sharon Gilmore (Evangeline Estates)
Lot 3 (240 Edgewood Lane)
Nature of violation: grass cutting & removal of debris

Corey Taylor (Highland Estates)
Lot 34 (409 Wild Rose Drive)
Nature of violation: grass cutting & removal of debris

Serena Bennett Est. c/o Secola Tuley (Elkinsville)
Lot 7 (191 1st Street)
Nature of violation: grass cutting & removal of debris

Terrell Alvis Moss (Preston Hollow)
Lot 42 (424 Turtle Creek Lane)
Nature of violation: grass cutting & removal of debris

Adam Vinnett c/o Taylor Vinnett (Elkinsville)
Lot portion of 10 (166 1st Street)
Nature of violation: grass cutting & removal of debris

Mohammad Munawar (Guidry)
Lot 28 (136 Sunshine Drive)
Nature of violation: grass cutting & removal of debris

Brenda Roppolo (Meadowlands)
Lot 48 (205 Hollywood Park Drive)
Nature of violation: grass cutting & removal of debris

Jada Jones (St. Charles Terrace)
Lot 67 & 68 (231 Terrace Street)
Nature of violation: grass cutting & removal of debris

Andrew Hoogviets (Vickiאר Property)
Lot 52 (248 Schoolhouse Road)
Nature of violation: grass cutting & removal of debris

David Lee Sumlin, Jr. (Mimosa)
Lot 82 and 10th lot 81 (323 Wade Street)
Nature of violation: grass cutting & removal of debris

Willie Mae Dinvaunt (St. Charles Place)
Lot F (116 Peach Street)
Nature of violation: grass cutting & removal of debris

PUBLISH: September 17, 2015

PUBLIC NOTICE

NOTICE

Notice is hereby given, pursuant to Article IV, Section 21(D)(1) of the Louisiana Constitution, that on September 11, 2015, Entergy Louisiana, LLC ("ELL") and Entergy Gulf States Louisiana, L.L.C. ("EGSL"), public utilities providing retail electric and gas service throughout the State of Louisiana, jointly filed with the Louisiana Public Service Commission ("LSPSC") its Formula Rate Plan Rider Schedule FRP Evaluation Report and Worksheets for the Year 2014 on a combined company basis consistent with the implementation of rates following the closing of the Business Combination transaction that is the subject of LPSDC Docket No. 11-33244. The Business Combination transaction was approved on August 26, 2015.

The filing reflects an earned return on common equity ("EROI") for the 2014 Evaluation Period/Year of 9.09%. As such, pursuant to Section 2.C.2.(7) of the FRP rule, no adjustments shall be made to the Base Rider FRP Revenue. The Evaluation Report filing does, however, call for the following adjustments: 1) an additional Capacity Mechanism ("ACM") decrease for Legacy ELL; in the amount of approximately \$17.8 million; 2) an ACM increase for Legacy EGSL, in the amount of approximately \$4.3 million; and 3) a MISO Cost Recovery Revenue Requirement ("MCRRR") in the amount of approximately \$35.7 million, which represents a \$5.48 million decrease in the level of annual MCRRR for the combined company. These adjustments are to be collected over a nine-month period. The resulting FRP factors to be applied to the respective ELL rate classes (including Legacy ELL and Legacy EGSL rate classes) effective for customer bills rendered on and after the first billing cycle of December 2015, are as follows:

Legacy FRP Rate for FRP/ACM/RR (2)	Incremental ELL FRP Rate for FRP/ACM/RR (3)	Legacy FRP Rate for MCRRR (4)	Total ELL FRP Rate (5)
1. ELL - Residential	33.4040%	0.0000%	33.4040%
2. ELL - Small General Service	33.4040%	1.9000%	35.3040%
3. ELL - Large General Service	33.4040%	1.7500%	35.1540%
4. ELL - Egoz Commercial Service	33.4040%	3.8400%	37.2440%
5. ELL - Large Industrial Power Service	33.4040%	2.4200%	35.8240%
6. ELL - Large Load High Load Factor Power Service	33.4040%	3.8279%	37.2319%
7. ELL - Large Industrial Service	33.4040%	2.3671%	35.7711%
8. ELL - Lighting	33.4040%	0.2770%	33.6810%
9. EGSL - Residential	26.8140%	0.0000%	26.8140%
10. EGSL - Small General Service	26.8140%	1.4100%	28.2240%
11. EGSL - General Service	26.8140%	1.2100%	28.0240%
12. EGSL - Large Power Service	26.8140%	2.4276%	29.2416%
13. EGSL - High Load Factor Service	26.8140%	3.7600%	30.5740%
14. EGSL - Municipal Water Pumping Service	26.8140%	0.0000%	26.8140%
15. EGSL - Street & Area Lighting	26.8140%	0.1840%	26.9980%

It is estimated that the proposed adjustment in rates will have the following effects upon applicable Legacy ELL customers' typical monthly bill: a typical monthly bill for a Residential customer using 1,000 kWh would decrease approximately \$1.87; from \$102.78 to \$100.91; a typical monthly bill for a Small General Service customer using 50 kW and 12,500 kWh would decrease approximately \$28.32; from \$1,457.81 to \$1,429.49; a typical monthly bill for a Large General Service customer using 1,000 kW and 500,000 kWh would decrease approximately \$627.24; from \$39,861.15 to \$39,233.91. It is estimated that the proposed adjustment in rates will have the following effects upon applicable Legacy EGSL customers' typical monthly bills: a typical monthly bill for a Residential customer using 1,000 kWh would increase approximately \$6.04; from \$54.56 to \$60.60; a typical monthly bill for a Small General Service customer using 500 kWh would increase approximately \$8.07; from \$561.40 to \$569.47; a typical monthly bill for a Large General Service customer using 500 kW and 255,500 kWh would increase approximately \$11.26; from \$18,294.80 to \$18,306.06.

For questions and comments regarding ELL's and EGSL's joint filing, please call the LPSDC toll free at (800) 256-2397. Additionally, the filing, including its attachments may be viewed in the Records Division of the LPSDC at the following address:

Records Division
462 N. 5th Street, 1st Floor
Baton Rouge, Louisiana 70802
Phone: (225) 342-3157

ENTERGY LOUISIANA, LLC
ENTERGY GULF STATES LOUISIANA, LLC
Publish September 17, 2015

PUBLIC NOTICE

ST. CHARLES PARISH SCHOOL BOARD

ADVERTISEMENT FOR BID

Sealed bids will be received by the St. Charles Parish School Board, 13855 River Road, Luling, Louisiana 70070, online at www.stcharles.k12.la.us under quick links (online bids, RFP's, etc.) until 2:00 P.M., Tuesday October 21, 2015, on a **10 YEAR LEASE - PURCHASE AGREEMENT FOR UP TO FIVE (5) NEW (2016) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES.**

Additional information and specifications will be furnished free of charge to prospective bidders upon request by contacting Wayne Gassen at the St. Charles Parish School Board Transportation Department, 13855 River Road, Luling, Louisiana 70070, by phone at (985) 785-7210, or by email at wgassen@stcharles.k12.la.us

Each bid shall be sealed in an envelope with the Bidder's name and address indicated in the upper left-hand corner and clearly marked on the outside as follows, **"10 YEAR LEASE - PURCHASE AGREEMENT FOR UP TO FIVE (5) NEW (2016) 65 PASSENGER BODY AIR CONDITIONED SCHOOL BUSES."** ALL BIDS SHALL BE EITHER HAND DELIVERED, SENT BY REGISTERED OR CERTIFIED MAIL WITH A RETURN RECEIPT REQUESTED OR SUBMITTED ONLINE AT www.stcharles.k12.la.us UNDER QUICK LINKS (ONLINE BIDS, RFP'S, ETC.)

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

EACH SEALED BID SHALL BE ACCOMPANIED BY A BID BOND, CERTIFIED CHECK, CASHIER'S CHECK, OR MONEY ORDER IN THE AMOUNT OF NOT LESS THAN 5% OF THE TOTAL BID SHOWN ON THE BID FORM. BIDS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CHECK OR BID BOND IS ATTACHED.

The St. Charles Parish School Board reserves the right to reject any and all bids, and to waive all informalities.

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

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PUBLIC NOTICE

PUBLIC NOTICE

K.V. Landfill is a construction and demolition debris (C&D) facility. It is located at 5900 Hwy. 3127

in Killona, St. Charles Parish, Louisiana. K.V. Landfill is requesting that LDEQ allow the facility to

remove and send off-site for disposal all solid wastes determined to be unacceptable (such as tires,

mattresses, etc.) This removal would occur on an as-needed basis and transported in designated

closed container(s).

The facility maintains a log of dates and volumes of solid waste removed from the facility, as required

by LAC 33: VII.721.c.4 and Part II, 521.G.1.b of the facility's solid waste permit.

Please contact K.V. Landfill in Killona, Louisiana, if there are any questions regarding this public notice.

the facility's phone number is: (985) 783-1918.

**Billing Information for Ad:
Belle Terre Consultants
P.O. Box 83156
Baton Rouge, LA. 70884
(225) 335-2617
Zia Tammami (Contact)**

Publish September 17, 2015

PUBLIC NOTICE



I, Troy White, have been convicted of Carnal Knowledge of a Juvenile. Date of Conviction: 02/28/2010. My address is 304 Post St., Killona, LA 70057.

RACE: Afr Amer
SEX: Male
DOB: 10/07/1969
HGT: 5'8"
WGT: 230
HAIR COLOR: Bald
EYE COLOR: Brown

PUBLISH: September 10 & 17, 2015

SHERIFF'S SALE

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)80012-0
Date: Thursday, July 23, 2015
THE BANK OF NEW YORK MELLON TRUST COMPANY, NATIONAL ASSOCIATION FKA THE BANK OF NEW YORK TRUST COMPANY, N.A. AS SUCCESSOR TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE FOR RESIDENTIAL ASSET MORTGAGE PRODUCTS, INC., MORTGAGE ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2005-RS2
VS
SHERRI PARKER BARTHEL, 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: THURSDAY, JULY 9, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of

COB 243, folio 452 and 446.

6. Right of way permit in favor of South Central Bell dated April 8,1981, registered in COB 261, folio 736.

7. Any oil, gas or mineral leases of record, including but limited to, that certain lease recorded in COB 534, folio 601.

SCSO-CIV-209-0402

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **NINETY-NINE THOUSAND THREE HUNDRED THIRTY-FOUR AND 67/100 (\$99,334.67) 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 20, 2015
September 17, 2015
ATTORNEY FOR PLAINTIFF: Lawrence R Anderson
8550 United Plaza Blvd. #200
Baton Rouge, LA 70809-2256 225-292-2394
SCSO-CIV-209-0402

SHERIFF'S SALE

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 80093-C
Date: Wednesday, July 22, 2015
WELLS FARGO BANK, N.A.
VS
TERENCE S. BECHET, 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: FRIDAY, JULY 10, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, SEPTEMBER 23, 2015, 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 of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in Section 50, Township 13, South, Range 21 East, and being a portion of what was formerly known as the Friedlander/Ellington Plantations, in that portion of ground that has been resubdivided and is designated as PRIMROSE ESTATES SUBDIVISION, according to a plan of subdivision made by the office of Krebs, LaSalle, LeMieux Consultants, Inc., dated March 5, 1998, which was approved by Ordinance Number 99-8-14 of the St. Charles Parish Council on August 16, 1999, a copy of which is of record in the Official Records of St. Charles Parish, Louisiana at COB 558, FOLIO 77, and according to said plan of subdivision, the lot being described herein is designated as LOT 19, and is more particularly described as follows, to-wit:

LOT 19, measures 58.72 feet front on Montpelier Drive along the arc of a curve having a radius of 95.00 feet, a direction of S 22 degrees 13 feet 38 inches E and a chord distance of 57.79 feet, thence commencing at the point of intersection of the common sideline boundary between Lot 19, and Lot 18 with Montpelier Drive proceed N 52 degrees 04 feet 19 inches E a distance of 129.94 feet to a point, thence proceed N 52 degrees 04 feet, 19 inches E, a distance of 129.94 feet to a point, thence proceed S 64 degrees 08 feet 09 inches E a distance of 125.97 feet to a point, thence proceed S 27 degrees 00 feet 00 inches W a distance of 70.00 feet to a point, thence proceed N 63 degrees 00 feet 00 inches W a distance of 50.00 feet to a point, thence proceed S 71 degrees 46 feet 27 inches W, a distance of 123.87 feet to the point of intersection of the common sideline boundary between Lot 19, and Lot 20 with Montpelier Drive; 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: **TWO HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED THREE AND 11/100 (\$229,503.11) 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 20, 2015
September 17, 2015
ATTORNEY FOR PLAINTIFF:
Jason R. Smith
1505 North 19th Street P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440**

SHERIFF'S SALE

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 80074-E
Date: Tuesday, July 21, 2015
WELLS FARGO FINANCIAL LOUISIANA, INC
VS
CARLOS DANILO BODDEN, JR., 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, JUNE 30, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, SEPTEMBER 23, 2015, 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, constructions, component parts, fixtures and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, located in Section 6, T12S, R7E, identified as Country Cottage Estates Phase 3A, being a re-subdivision of Tract 3 of C. L. Bougere Estates into Lots 60 through 70, inclusive, and Lots 173 through 182 and Lots 185 through 248, inclusive, including the dedication of Country Cottage Boulevard, Gretchen Court, Ann Court, Jennifer Court, Arline Court and Rachael Court, and various servitudes for drainage; all as more fully shown on a survey by Mandle-Edwards Surveying, Inc. dated January 6, 2005, redated and revised on May 12, 2005, and re-revised on July 1, 2005, and approved by the St. Charles Parish Council by Ordinance No. 05-7-8 dated July 11, 2005, recorded under Entry No. 0310215 in the office of the Clerk of Court and Recorder for the Parish of St. Charles, State of Louisiana; said lot being more designated and measuring as follows, to-wit:

Lot 219 measures 71.80 feet front on Jennifer Court, by a depth of 130.04 feet on its sideline adjacent to Lot 220, a width in the rear of 71.85 feet, and a depth of 132.65 feet on its sideline adjacent to Lot 218; all in accordance with survey of Mandle-Edwards Surveying, Inc. dated January 6, 2005, redated and revised May 12, 2005, and re-revised on July 1, 2005; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Being the same property acquired by Carlos Danilo Bodden, Jr. and Jodie Liberty Bodden, from Moore Maintenance Services, LLC, by act passed before Jamie Haydel Mancuso, Notary Public, dated December 21, 2006, registered December 28, 2006 in COB 683, page 845, Entry No. 326367, St. Charles Parish, Louisiana.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **TWO HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED THREE AND 11/100 (\$229,503.11) 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 20, 2015
September 17, 2015
ATTORNEY FOR PLAINTIFF: Jason R. Smith
1505 North 19th Street P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

SHERIFF'S SALE

**SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 79031-E
Date: Friday, August 14, 2015
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUE MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R10
VS
MALCOLM CLARK JR
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles**

**29th Judicial District Court
State of Louisiana**

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, DECEMBER 3, 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 21, 2015, 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 RIGHTS, WAYS, PRIVILEGES, SERVITUDES, APPURTENANCES AND ADVANTAGES THEREUNTO, SITUATED IN THE LULING ST. CHARLES PARISH, LOUISIANA, BEING LOCATED IN PORTIONS OF SECTIONS 10,11,53 AND 54, TOWNSHIP 13 SOUTH, RANGE 21 EAST AND PORTIONS OF SECTIONS 88,89 AND 90, TOWNSHIP 13 SOUTH, RANGE 20 EAST, IN WHAT IS KNOWN AS LULING ESTATES SUBDIVISION, AND ACCORDING TO SURVEY PREPARED BY CHARLES E. MEYER DATED 9/1/70, REVISED 4/5/71, COPIES OF WHICH ARE ON FILE IN THE OFFICE OF THE CLERK OF COURT AND EX-OFFICIO, RECORDER OF THE PARISH OF ST. CHARLES, FOR REFERENCE, AND ACCORDING TO SAID SURVEY SAID LOT IS DESIGNATED AS LOT NO. 3 OF SQUARE "C" AND SAID LOT 3 MEASURES THENCE 60 FEET FRONT ON LULING ESTATES DRIVE, THE SAME WIDTH IN THE REAR, WITH A DEPTH OF 101.43 FEET ALONG THE SIDE LINE NEAREST SECOND STREET, AND 101.535 FEET ALONG THE SIDE LINE NEAREST HACKBERRY LANE. ACCORDING TO A SURVEY BY DON A. GARLAND, C.E., DATED APRIL 10, 1976, A COPY OF WHICH IS ANNEXED HERETO, THE ABOVE DESCRIBED PROPERTY HAS THE SAME MEASUREMENTS, DESIGNATION AND LOCATION AS HEREIN ABOVE SET FORTH, AND SAID PROPERTY IS BOUNDED BY LULING ESTATES DRIVE, SECOND STREET, HACKBERRY LANE AND PAUL MAILLARD ROAD (EASTERN BOUNDARY OF SUBDIVISION) AND COMMENCES AT A DISTANCE OF 67.01 FEET FROM THE CORNER OF HACKBERRY LAND AND LULING ESTATES DRIVE.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **SIXTY THOUSAND TWO HUNDRED FIFTY-EIGHT AND 19 / 100 (\$60,258.19) 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: September 17, 2015 October 15, 2015
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF:
Mark C. Garrison
8550 United Plaza Blvd. Suite 200
Baton Rouge, LA 70809
225-924-1600
SCSO-CIV-209-0402

SHERIFF'S SALE

**SHERIFFS SALE
SHERIFF'S OFFICE
Suit No: (45) 79683-D
Date: Thursday, August 6, 2015
FEDERAL NATIONAL MORTGAGE ASSOCIATION
VS
JAMES L. MCKINNEY
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: FRIDAY, MARCH 27, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 21, 2015, 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 of the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of ST. CHARLES, State of Louisiana, designated as Lots 9, 10, 11 and 12, Square No. 17, New Sarpy, bounded by West Easy Street, Fourth Street, Easterly Boundary of Subdivision and Fifth Street (side). Said lots adjoin each other and measure each 20 feet front

on West Easy Street, same in width in the rear, by a depth of 80 feet between equal and parallel lines. Said lot 9 lies nearer to and commences at a distance of 160 feet from the intersection of Fourth Street and West Easy Street. All as more fully shown on survey by Gilbert, Kelly & Couturie, Inc., dated May 17, 2005; 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: **EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FORTY-SEVEN AND 93 / 100 (\$87,847.93) 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: September 17, 2015 October 15, 2015
ATTORNEY FOR PLAINTIFF:
Ethan Hunt
1505 North 19th Street
P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

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