

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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PUBLIC NOTICE

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 10:30 A.M., Tuesday, January 5, 2016 at the St. Charles Parish Sheriff's Tax Office-1st Floor, 15045 River Road, Parish Courthouse, P.O. Box 426, Hahnville, LA 70057, either by mail, hand delivered or on-line at: <https://www.centralauctionhouse.com> for:

Commercial grade gas dryers

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

Bids should be plainly marked on the outside of the envelope: "COMMERCIAL GRADE GAS DRYERS".

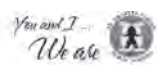
St. Charles Parish Sheriff's Office reserves the right to reject any and all bids. These bid specifications have been prepared by our office, setting for those items deemed necessary by our personnel. They are not intended to be restrictive or discriminatory in any manner whatsoever. Please notify us 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: December 17 & 24, 2015

PUBLIC NOTICE



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

**ST. CHARLES PARISH SCHOOL BOARD
ELEMENTARY SCHOOL
LIGHTING FIXTURE REPLACEMENT
ST. CHARLES PARISH, LOUISIANA**

Bids will be received at the St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at 2:00 P.M., LOCAL TIME, Wednesday, January 6, 2016, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from GVA ENGINEERING, L.L.C., 2615 Edenborn Avenue, Suite C, Metairie, Louisiana 70002 (Phone: 504-780-9330) upon payment of a deposit of \$150.00 cash for each set of documents. The deposit or a portion of the deposit is refundable as provided in the Instructions to Bidders. Bidding documents are also available at www.stcharles.k12.la.us under Resources select Online Bids & RFPs.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the St. Charles Parish School Board Dufresne Conference Room, 13855 River Road, Luling, LA on **Tuesday, December 29, 2015, at 10:00 a.m.** Attendance at this pre-bid conference is **mandatory**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: 1st Advertisement, Thursday, December 10, 2015
2nd Advertisement, Thursday, December 17, 2015
3rd Advertisement, Thursday, December 24, 2015

St. Charles Parish Public Schools
Arthur A. Aucoin, President
Falecia Gomez-Walker, Superintendent
13855 River Road, Luling, LA 70070

PUBLIC NOTICE



**St. Charles Parish Public Schools
December 10, 2015**

Advertisement for Request for Proposals

Proposals will be received electronically via the Online Bids, RFPs link under Resources at www.stcharles.k12.la.us until 12:00 p.m. on Monday, January 25, 2016, for the following:

Internet Access and Wide Area Network Connectivity

Additional information and documents will be furnished free of charge upon request by contacting Stephanie Steib in the Technology Department at (985) 785-3126.

Advertising dates in the Herald-Guide, official journal of St. Charles Parish Public Schools, shall be:

Thursday, December 17, 2015
Thursday, December 24, 2015
Thursday, December 31, 2015

The St. Charles Parish School Board reserves the right to reject any and all proposals.

St. Charles Parish Public Schools
Falecia Gomez-Walker, Superintendent
13855 River Road
Luling, LA 70070

Received by: _____ Date: _____

PUBLIC NOTICE

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON JANUARY 7, 2016 AT 7:00 P.M. IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:

PZHO-2016-01 requested by **Stacy Dampier** for a home occupation - "Stacy's Hair Studio" at **708 Magnolia Ridge Road, Boutte**, Zoning District OL, Council District 4

PZS-2016-01 requested by **Christine and Seth Matherne** for resubdivision of Lot BE-2 of the Ciravolo Estate into lots herein designated as Lots BE-2A, BE-2B, BE-2C, BE-2D, BE-2E, BE-2F, BE-2G and Lot BE-2H of the Ciravola Estate, **584 Magnolia Ridge Road**, Section 1, T14S-R20E, Boutte, Zoning District OL, Council District 4

PZS-2016-02 requested by **Ellington Swim Club** for resubdivision of Lot 1B, Block J, Ellington Gardens into Lots 1B-1 and 1B-2, **107 Angus Drive, Luling**, Zoning District R-1A, Council District 1

PUBLISH 12/24, 12/31, 1/7

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON TUESDAY, JANUARY 12, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2015-0460 (12/14/15, St. Pierre, B. Boe)
An ordinance to approve and authorize the execution of Department of the Army License No. DACW29-2-15-38 (Easement) to allow the continued use of the access road, up ramp, three bridges, and the parking lot at Fifth Street and the Bonnet Carre' Spillway Levee in Norco.

2015-0467 (12/14/15, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of a Construction Contract with Fleming Construction Company, LLC for Parish Project No. P130601, Sunset Pump Station Improvements, in the amount of \$862,735.00 which is the Base Bid.

2015-0468 (12/14/15, 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/OL to R-1M/OL at a portion of Section 3 T12S-R20E and Section 20 T13S-R20E, 16279 River Road, Taft, as requested by Bayou Fleet Partnership, LLP.

2015-0469 (12/14/15, 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 to R-3 at Lot GV2X of Gassen Villa, 87 Mimosa Avenue, Luling, as requested by Mimosa Homes, Inc.

2015-0471 (12/14/15, St. Pierre, J. Diaz)
An ordinance to approve and authorize the execution of an Intergovernmental Cooperative Endeavor Agreement with the Jefferson Parish Finance Authority to Implement the Home Mortgage Down Payment Assistance Program.

2015-0472 (12/14/15, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of a Contract with **Couvillion Group, LLC**, for removal & disposal services associated with Parish Project No. P160101 PRETTY BOY REMOVAL & DISPOSAL.

2015-0473 (12/14/15, St. Pierre, H. Fonseca)
An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the Coastal Protection and Restoration Authority Board for the Operation, Maintenance, Repair, Replacement, and Rehabilitation (OMRR&R) of the Davis Pond Freshwater Diversion Project (State Project No. BA-01).

2015-0470 (12/14/15, St. Pierre, M. Albert)
An ordinance to revoke and abandon a portion Rue Landry right of way in front of Lot 49, Riverbend Estates (Phase I) Subdivision (240 Rue Landry) and a resubdivision of Lot 49, Riverbend Estates (Phase I) Subdivision into Lot 49-A, St Rose, St. Charles Parish, LA in favor of the abutting property owner.

2015-0474 (12/14/15, St. Pierre, G. Dussom)
An ordinance to amend the 2016 Consolidated Operating and Capital Budget to add grant revenues to the General Fund - Fund 001, under account 001-400611 Coastal Zone Management in the amount of \$250,000 from the Coalition to Restore Coastal Louisiana and to move \$100,000 from the Professional Services line item under account 001-400611, thus totaling \$350,000 and apply the total amount to Improvements other than Buildings for the LaBranche Salinity Control Structure Project.

2015-0475 (12/14/15, Hogan)
An ordinance to approve a resubdivision of Lot 1B, Block J, Ellington Gardens into Lots 1B-1 and 1B-2 in Sections 13, 14, & 15, T13S-R21E, St. Charles Parish, as requested by Ellington Swim Club.

2015-0476 (12/14/15, St. Pierre, R. Brou)
An ordinance to approve and authorize the execution of Change Order No. 1 and final for the West Bank "B" Plant Clarifier Refurbishment (Project No. WWKS 72) to increase the contract time by 56 calendar days and to increase the contract amount by \$13,005.93.

2015-0477 (12/14/15, St. Pierre, S. Scholle)
An ordinance to approve and authorize the execution of a contract with **Barriere Construction Co., LLC** for the construction of the H.010843 Ormond Boulevard Pavement Rehabilitation in the amount of \$1,648,790.42.

PUBLISH: December 17, 24, 31, 2015
January 7, 2016

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 \$56.11 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanup 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 1st of each year by a change in CPI 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:

Dwayne Forkner c/o John Forkner (New Sarpy)
Lot 12-14 (719 E Easy Street)
Nature of violation: grass cutting & removal of debris

Jessie's Properties, LLC (Arlton Plantation Estates Phase I-B)
Lot 32 (101 Lac Barre Court)
Nature of violation: grass cutting & removal of debris

Christina Trust c/o Benjamin Dean, Atty. (Good Hope Plantation)
Lot 6A (121 West B Street)
Nature of violation: grass cutting & removal of debris

Cathy Ross Vinnett (New Sarpy)
Lot 8 & 9 (813 E Hoover Street)
Nature of violation: grass cutting & removal of debris

PUBLISH: December 24, 2015

PUBLIC NOTICE

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of **LaBranche Salinity Barrier Project, PO-43a** as follows:

Owner: **St. Charles Parish**

Project Title: **LaBranche Salinity Barrier Project**

Project No.: **PO-43a**

Principal Work Location: **The Contract Work will be located generally in St. Charles Parish. Project is located under the I-10 interstate bridge at the intersection of Parish Line Canal and the borrow canal for I-10. All work will be performed from the water. Access to the site is from the water.**

Description of Basic Work: **The Contract Work comprises filling of a geotextile tube to reestablish a sill which has settled over time. The geotextile tube will be 465 feet in length. Fill material will be brought to the site by the contractor.**

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, P.O. Box 302, 15045 River Road, Courthouse, 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 January 19, 2016.** 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, **Moffatt & Nichol, 301 Main Street, Suite 800, Baton Rouge La 70801.**

A payment of \$ 75 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(A)(e).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on January 5, 2016 at 10:00 a.m. at the Parish Council Chambers, 15045 River Road, Courthouse, Hahnville, Louisiana, 70057. Attendance of the Pre-Bid Conference is **Mandatory**.

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

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

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

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

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

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
The Advocate
McGraw-Hill Dodge

Thursday, December 17, 2015
Thursday, December 24, 2015
Thursday, December 31, 2015

PUBLIC NOTICE

"Anyone knowing the whereabouts of **Monica Burke Haydel** please contact Charles Chauvin of Chauvin Law Firm, LLC, 1904 Ormond Blvd., Ste. 203, Destrehan, La 70047; 985-307-0281. Important property rights involved."

Publish December 17, & December 24, 2015

PUBLIC NOTICE

The Libertarian Party-St. Charles Parish will hold a caucus election January 25, 2016 6:30pm-9:30pm. Caucus is open to all registered Libertarians who reside within St. Charles Parish. 9 committee members to be elected. Location: 13228 US 90, Boutte, LA 70039. (Zydeco Restaurant - Red Room)

Publish Dates: December 24, 31, 2015, January 14, 17, 21, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of **Christopher Wayne Haydel** please contact Charles Chauvin of Chauvin Law Firm, LLC, 1904 Ormond Blvd., Ste. 203, Destrehan, La 70047; 985-307-0281. Important property rights involved."

Publish December 17, & December 24, 2015

PUBLIC NOTICE

"Anyone knowing the whereabouts of **Jennifer E. Raiford** please contact **Law Office of Joseph Rochelle**, 110 Avenue of Oaks, Destrehan, La. 70047; 504-451-4885."

Publish December 24th & 31, 2015

PUBLIC NOTICE

ST. CHARLES PARISH HOSPITAL SERVICE DISTRICT NO. 1

The Board of Commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on September 30, 2015, at 9:12AM. Following the Pledge of Alliance, it was noted the following Board Members were present: Mr. John Landry, Mr. Ricky Bosco, Mr. Tommy Lorio, and Mrs. Betty Portera.

For: Landry, Bosco, Portera, Lorio
Against: None
Absent: Smith
Out of Room: None
Abstained: None
Mr. Landry opened Public Hearing and requested anyone wishing to address the Board on adding or not adding the stated agenda item to the agenda to please come forward.

PUBLIC NOTICE

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 10:00 A.M., Tuesday, January 5, 2016 at the St. Charles Parish Sheriff's Tax Office-1st Floor, 15045 River Road, Parish Courthouse, P.O. Box 426, Hahnville, LA 70057, either by mail, hand delivered or on-line at: https://www.centralauctionhouse.com for:

Digital in-car video systems

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

Bids should be plainly marked on the outside of the envelope: "DIGITAL IN-CAR VIDEO SYSTEMS".

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: December 17 & 24, 2015

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS



St. Charles Parish Meeting Minutes Parish Council

St. Charles Parish Courthouse 15045 Highway 18 P.O. Box 426 Hahnville, LA 70057 985-783-6200 www.stcharlesparish-la.gov

Budget - Final

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

Thursday, October 29, 2015 6:00 PM Council Chambers, Courthouse

ATTENDANCE

- Present 7- Carolyn K. Schexnaydre, Mary Tasset, Wendy Benedetto, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, and Julia Fisher-Perrier
Absent 2- Jarvis Lewis, and Terrell D. Wilson

Also Present

Parish President V.J. St. Pierre, Jr.; Chief Operations Officer Bobby Donaldson; Public Works/Wastewater Director Sam Scholle; Planning & Zoning Director Michael Albert; Finance Director Grant Dunsom; Grant Officer Holly Fontana; Public Information Officer Renee Simpson; Emergency Preparedness Director Ronald J. Perry; Economic Development & Tourism Director Corey Fauchaux; Parks and Recreation Director Duane Forest; Personnel Officer Sandy Zimmer; Edward A. Dufresne Community Center Coordinator Eric Mire; R.S.V.P. Director Michelle Higgins; General Government Buildings Facilities Manager Philip Dufrene; Procurement Agent Jill Schmitt; Information Technology Coordinator Erik Dufrene; L. J. Brady, Wastewater Department; Charis Dubre, Finance Department; Luis Martinez, GIS; Tristan Babin, Public Information Officer; Dr. Brian Broglio, Coroner; Leann Biondici, St. Charles Parish Library Director; Mark Kaiser, St. Charles Community Health Center Executive Director/CEO; Victoria Bryant, The Arc of St. Charles Executive Director; Pernell Pellegrin, The Arc of St. Charles; Ashley Waguespack, The Arc of St. Charles; Donny Hill, The Arc of St. Charles; April Keller, Council on Aging Executive Director; Neil Peters, Council on Aging; Kenneth W. Tate, Council on Aging; Mary Clarke, Council on Aging; Billy Pizard, Council on Aging; Maria Booker, Council on Aging; Helen Mims, Council on Aging; Joe Rochelle; Alisha J. Smith, Justice of the Peace-Elect; Anthony DiGerolamo, St. Charles Hospital Chief Executive Officer; Christopher Olsen, St. Charles Hospital Chief Financial Officer; Benjamin Bell, Housing Authority Director

CALL TO ORDER

PRAYER / PLEDGE

Silent Prayer
Pledge was led by Chairman Larry Cochran (Councilman, District V).

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2015-0197

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

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

Public Hearing Requirements Satisfied

General Fund:
Coroner - Deferred
Council Division A - Reported

Agencies & Boards:
Council on Aging - Reported - Council Discussion
Council on Aging CPA Neil Ferrari spoke on the matter; Council on Aging Executive Director April Keller spoke on the matter.

Hospital Service District - Reported - Council Discussion
St. Charles Hospital Chief Financial Officer Christopher Olsen spoke on the matter; St. Charles Hospital Chief Executive Officer Anthony DiGerolamo spoke on the matter.

Library - Reported

Councilman Wilson arrived in the meeting.

St. Charles Housing Authority - Reported - Council Discussion
St. Charles Housing Authority Director Benjamin Bell spoke on the matter.

Councilman Lewis arrived in the meeting.

General Fund:
Coroner - Reported - Council Discussion
Dr. Brian Broglio, Coroner, spoke on the matter.

Agencies & Boards:
St. Charles Community Health Center - Reported - Council Discussion
St. Charles Community Health Center Executive Director/CEO Mark F. Keister spoke on the matter.

911 Communications District - Deferred
ARC of St. Charles - Reported - Council Discussion
ARC of St. Charles Executive Director Victoria Bryant spoke on the matter.

Speakers:
Mr. Milton Allemard, Hahnville
A motion was made by Councilmember Hogan, seconded by Councilmember Lewis, to extend Mr. Allemard's time an additional three minutes. The motion carried 9 yeas. Time Extended

A motion was made by Councilmember Lewis, seconded by Councilmember Tasset, to extend Mr. Allemard's time an additional three minutes. The motion carried 9 yeas. Time Extended

Public Hearing Requirements Satisfied

AMENDMENT NO. 3 - General Fund - Ward Courts - Personal Services

Councilman Hogan motioned, seconded by Councilwoman Fisher-Perrier, to amend the proposed budget to add a 10% raise for all Justices of the Peace and Constables - to add \$11,905.00 to General Fund - Ward Courts - Personal Services. Motion carried 9 yeas. PASSED

AMENDMENT NO. 4 - Special Revenue Funds - Flood Protection Fund - Fund 123 - Improvements other than Buildings

Councilwoman Schexnaydre motioned, seconded by Councilman Hogan, to amend the proposed budget to transfer \$92,000.00 from the General Fund - Parish President's - Personal Services - Assistant/Temporary Position to Special Revenue Funds - Flood Protection Fund - Fund 123 - Improvements other than Buildings for the Westbank Hurricane Protection Levee. Motioned carried 7 yeas, Councilwoman Fletcher and Fisher-Perrier voting nay, PASSED

AMENDMENT NO. 5 - Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings

Councilwoman Fletcher motioned, seconded by Councilman Hogan, to amend the proposed budget to transfer \$50,000.00 from the General Fund to Special Revenue Funds - Recreation - Capital Outlay - Improvements other than Buildings for Bethune Park Improvements. Motioned carried 8 yeas, Councilwoman Schexnaydre voting nay, PASSED

AMENDMENT NO. 6 - Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings

Councilwoman Fletcher motioned, seconded by Councilman Wilson, to amend the proposed budget to transfer \$5,000.00 from the General Fund to Special Revenue Funds - Recreation - Capital Outlay - Improvements other than Buildings for Montz Park Improvements. Motioned carried 8 yeas, Councilwoman Schexnaydre voting nay, PASSED

AMENDMENT NO. 7 - Special Revenue Funds - Road & Drainage, Drainage - Fund Number: 112 - Operating Services - Professional Services

Councilman Hogan motioned, seconded by Councilwoman Schexnaydre, to amend the proposed budget to add \$30,000.00 from the 2015 Budget to the proposed 2016 Budget to Special Revenue Funds - Road & Drainage, Drainage - Fund Number: 112 - Operating Services - Professional Services to raise the sunken vessel Pretty Boy. Motioned carried 8 yeas. PASSED

AMENDMENT NO. 8 - Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings

Councilwoman Schexnaydre motioned, seconded by Councilman Lewis, to amend the proposed budget to add \$50,000.00 to Road & Drainage - Paved Streets - Account Number: 112-40210 for new sidewalk near Destrehan High School. Council Discussion

Parish President V.J. St. Pierre, Jr., spoke on the matter. Motion withdrawn by Councilwoman Schexnaydre.

Speakers:
Mr. Milton Allemard, Hahnville

Public Hearing Requirements Satisfied

Council Discussion
File No. 2015-0197 Published/Scheduled for Public Hearing to the Parish Council on November 3, 2015

Finance Director Grant Dunsom spoke on the matter.

AMENDMENT NO. 8 - General Fund - GIS - Personal Services

Councilman Hogan motioned, seconded by Councilwoman Fisher-Perrier, to amend the proposed budget to \$39,280.00 to General Fund - GIS - Personal Services to add a new Clerk I position. Motion carried 9 yeas. PASSED

AMENDMENT NO. 9 - Special Revenue Funds - Road & Drainage, Drainage - Fund Number: 112 - Personal Services

Councilwoman Fisher-Perrier motioned, seconded by Councilman Wilson, to amend the proposed budget to add \$90,740.00 to Special Revenue Funds - Road & Drainage, Drainage - Fund Number: 112 - Personal Services to add a new Senior Parish Engineer. Motioned carried 8 yeas, Councilman Hogan voting nay, PASSED

Council Discussion
Finance Director Grant Dunsom spoke on the matter; General Government Buildings Facilities Manager Philip Dufrene spoke on the matter.

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RECAP OF AMENDMENTS

2015-0197

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

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

AMENDMENT NO. 3 - General Fund - Ward Courts - Personal Services Councilwoman Hogan motioned, seconded by Councilwoman Fisher-Perrier, to amend the proposed budget to add a 10% raise for all Justices of the Peace and Constables - to add \$11,005.00 to General Fund - Ward Courts - Personal Services. Motion carried 8 yeas.

AMENDMENT NO. 4 - Special Revenue Funds - Flood Protection Fund - Fund 123 - Improvements other than Buildings Councilwoman Schexnaydre motioned, seconded by Councilman Hogan, to amend the proposed budget to transfer \$62,000.00 from the General Fund - Parish President - Personal Services - Assistant/Temporary Position to Special Revenue Funds - Flood Protection Fund - Fund 123 - Improvements other than Buildings for the Westbank Hurricane Protection Levee. Motioned carried 7 yeas, Councilwoman Fletcher and Fisher-Perrier voting nay.

AMENDMENT NO. 5 - Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings Councilwoman Fletcher motioned, seconded by Councilman Hogan, to amend the proposed budget to transfer \$50,000.00 from the General Fund to Special Revenue Funds - Recreation - Capital Outlay - Improvements other than Buildings for Bethune Park Improvements. Motioned carried 8 yeas, Councilwoman Schexnaydre voting nay.

AMENDMENT NO. 6 - Special Revenue Funds - Recreation - Fund 113 - Capital Outlay - Improvements other than Buildings Councilwoman Fletcher motioned, seconded by Councilman Wilson, to amend the proposed budget to transfer \$5,000.00 from the General Fund to Special Revenue Funds - Recreation - Capital Outlay - Improvements other than Buildings for Montz Park Improvements. Motioned carried 8 yeas, Councilwoman Schexnaydre voting nay.

AMENDMENT NO. 7 - Special Revenue Funds - Road & Drainage, Drainage - Fund Number 112 - Operating Services - Professional Services Councilman Hogan motioned, seconded by Councilwoman Schexnaydre, to amend the proposed budget to add \$30,000.00 from the 2015 Budget to the proposed 2016 Budget to Special Revenue Funds - Road & Drainage, Drainage - Fund Number 112 - Operating Services - Professional Services to raise the sunken vessel Pretty Boy. Motioned carried 8 yeas.

AMENDMENT NO. 8 - General Fund - GIS - Personal Services Councilman Hogan motioned, seconded by Councilwoman Fisher-Perrier, to amend the proposed budget to transfer \$39,265.00 to General Fund - GIS - Personal Services to add a new Clerk I position. Motion carried 8 yeas.

AMENDMENT NO. 9 - Special Revenue Funds - Road & Drainage, Drainage - Fund Number 112 - Personal Services Councilwoman Fisher-Perrier motioned, seconded by Councilman Wilson, to amend the proposed budget to add \$80,740.00 to Special Revenue Funds - Road & Drainage, Drainage - Fund Number 112 - Personal Services to add a new Senior Parish Engineer. Motioned carried 8 yeas, Councilman Hogan voting nay.

Amendments Recorded

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, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0197

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

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

Published/Scheduled for Public Hearing to the Parish Council on November 3, 2015

ADJOURNMENT

A motion was made by Councilmember Fletcher, seconded by Councilmember Hogan, to adjourn the meeting at approximately 7:28 pm. The motion carried by the following vote:

Yea: 8 - Schexnaydre, Lewis, Wilson, Tastet, 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 Dates: December 24, 2015

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF NOVEMBER 2, 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 70357 663-783-5020 www.stcharlesparish-la.gov

Final

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

Monday, November 2, 2015 8:00 PM Council Chambers, Courthouse

ATTENDANCE

Present: 8 - Carolyn K. Schexnaydre, Torrell D. Wilson, Mary Tastet, 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 Boe, Legal Director Leon C. Vial, III, Assistant Parish Attorney David Hoyer, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Michael Albert, Finance Director Grant Duesen, Public Information Officer Renee Simpson, Emergency Preparedness Director Ronald J. Perry, CZM Administrator Earl Mathews, Animal Control Officer Angie Robert

CALL TO ORDER

PRAYER / PLEDGE

Reverend Marilyn Diggs Mt. Zion Baptist Church, Boule

APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Fletcher, to approve the minutes from the regular meeting of October 19, 2015. The motion carried by the following vote:

Yea: 8 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Lewis

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2015-0406

In Recognition: St. Rose Volunteer Fire Department

Sponsors: Mr. Cochran

Animal Control Supervisor Angela Robert spoke on the matter.

Council Discussion Ms. Robert spoke on the matter.

Read

2015-0406

In Recognition: The Health Science Team Members, Ms. Denise Robichaux, and Ms. Renee Labat, RN - Pink Links

Sponsors: Mr. Cochran

Read

2015-0407

In Recognition: Renée G. Schmit, St. Charles Parish County Agent

Sponsors: Mr. St. Pierre Jr.

Mr. Schmit introduced the LSU AgCenter Staff, Kai Zarnitt and Cheryll Mahler.

Read

2015-0408

In Recognition: Renée A. Simpson, 2016 Budget Cover Designer

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

Read

2015-0409

Proclamation: "Neroo Christmas Parade Day"

Sponsors: Ms. Fletcher

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2015-0410

Information Technology/GIS

Deferred

2015-0411

Parish President Remarks/Report

Sponsors: Mr. St. Pierre Jr.

Deferred

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, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, NOVEMBER 3, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0197

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

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

Published/Scheduled for Public Hearing to the Parish Council on November 3, 2015

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 TO BE HELD ON MONDAY, NOVEMBER 16, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0403

An ordinance to approve and authorize the execution of an Contract with Beverly Construction Company, LLC for the Ashton Park Development in the amount of \$267,650.00.

Sponsors: Mr. St. Pierre Jr. and Department of Parks and Recreation

Published/Scheduled for Public Hearing to the Parish Council on November 16, 2015

2015-0404

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on both sides of Fourth Street between West Hoover Street and West Harding Street in New Sarpy.

Sponsors: Ms. Fletcher

Published/Scheduled for Public Hearing to the Parish Council on November 16, 2015

2015-0412

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO OVERNIGHT PARKING" signs on both sides of River Park Drive in Hahnville.

Sponsors: Mr. Wilson

Published/Scheduled for Public Hearing to the Parish Council on November 16, 2015

2015-0413

An ordinance to approve and authorize the execution of a Construction Contract with Cycle Construction Company, LLC for Project No. P080505-5B, Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, State Project No. BA-85, in the amount of \$8,478,497.00.

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

Published/Scheduled for Public Hearing to the Parish Council on November 16, 2015

2015-0414

An ordinance to approve and authorize the execution of a contract with BLD Services, LLC, for Parish Project No. 5091101; Privrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,560 with an Alternate Bid of \$56,150.

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

Published/Scheduled for Public Hearing to the Parish Council on November 16, 2015

2015-0415

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs along both sides of the entrances of Ashton Plantation for approximately 200' between Ashton Boulevard and Lac Calcasieu Drive and Ashton Boulevard and Lac Laurier Drive in Luling.

Sponsors: Ms. Fisher-Perrier

Published/Scheduled for Public Hearing to the Parish Council on November 16, 2015

2015-0416

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 a Tract in St. Charles Parish, on the East Bank of the Mississippi River, located in section 11, Township 12 south, Range 9 East being more particularly described in survey by Lucien C. Gassen, PLS, dated June 17, 2015, to improve the drainage in the area.

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

Published/Scheduled for Public Hearing to the Parish Council on November 16, 2015

PLANNING AND ZONING PETITIONS

2015-0361

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification of a 130,690 square foot portion of Section 43 in T12S/R21E (North of Willowdale Subdivision) from R1-A to O-L as shown on a plat by Dainy Hebert, dated June 12, 2015, as requested by Houston Energy.

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

Reported: P & Z Department Recommended: Denial Planning Commission Recommended: Approval CZM Administrator Earl Mathews spoke on the matter.

Speakers: Ms. Julie Hebert, Coastal Permitting, LLC/Houston Energy, Luling Mr. Jim Hooper, J. B. Levert Land Company, Luling Ms. Barbara Fuesler, President, Grand Ridge Golf Club, Luling

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Lewis

Enactment No: 15-11-1

2015-0362

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from C-2 to R-3 at Lot 21-A in front of Ormond Meadows Subdivision, located at 14194 River Road, Destrehan, as requested by AirLanzo Walls.

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

Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval Public Hearing Requirements Satisfied

Council Discussion

Councilwoman Benedetto explained her reason for abstaining.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Schexnaydre, Wilson, Tastet, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Abstain: 1 - Benedetto

Absent: 1 - Lewis

Enactment No: 15-11-2

2015-0363

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning reclassification from R-1AM to C-2 on a portion of Lot 1-A, Square 1 of Crespo Subdivision at 11760 River Road, St Rose as requested by DVI Properties, LLC.

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

Reported: P & Z Department Recommended: Approval Planning Commission Recommended: Approval Public Hearing Requirements Satisfied

Council Discussion

Councilwoman Benedetto explained her reason for abstaining.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Lewis

Enactment No: 15-11-3

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2015-0378

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 24 Noise, Section 24-4, Maximum permissible sound limits. (Table 1) and Section 24-6, Prohibitions.

Sponsors: Mr. Hogan

Reported: Councilman Hogan Recommended: Approval Public Hearing Requirements Satisfied

Council Discussion

Mr. Boe spoke on the matter. Public Works/Wastewater Director Sam Scholle spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Schexnaydre, Wilson, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 2 - Tastet and Benedetto

Absent: 1 - Lewis

Enactment No: 15-11-4

2015-0374

An ordinance authorizing St. Charles Parish to enter into an Assignment of Flood Closure Structure Operation and Maintenance, WBV-75' with the Coastal Protection and Restoration Authority for the West Bank and Vicinity, New Orleans, Louisiana Hurricane Project, WBV-75, Western Tie-In BNSF Railroad Crossing, St. Charles Parish, Louisiana.

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

Reported: Public Works Department Recommended: Approval Chief Administrative Officer Buddy Boe spoke on the matter. Public Hearing Requirements Satisfied

Council Discussion

Mr. Boe spoke on the matter. Public Works/Wastewater Director Sam Scholle spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 1 - Cochran

Absent: 1 - Lewis

Enactment No: 15-11-5

2015-0375

An ordinance authorizing St. Charles Parish to enter into an Assignment of Contract Covering Flood Gates and Levee Near Ama, St. Charles Parish, Louisiana, WBV-77' with the Coastal Protection and Restoration Authority for the WBV-77' (Western Tie-In) West Bank and Vicinity, Louisiana Project.

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

Reported: Public Works Department Recommended: Approval Chief Administrative Officer Buddy Boe spoke on the matter. Public Hearing Requirements Satisfied

Council Discussion

Parish President V.J. St. Pierre, Jr., spoke on the matter. Public Works/Wastewater Director Sam Scholle spoke on the matter. Mr. Boe spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Fletcher and Fisher-Perrier

Nay: 1 - Cochran

Absent: 1 - Lewis

Enactment No: 15-11-6

2015-0380

An ordinance to declare the intent of St. Charles Parish to acquire full ownership in Lot 7, Square 13, New Sarpy Subdivision, pursuant to LSA-R.S. 47:2239, which has been adjudicated to St. Charles Parish in the name of the Louise Delavan wife of Vernon Jones for the non-payment of property taxes and to provide for related matters.

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

Reported: Legal Services Department Recommended: Approval Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Lewis

Enactment No: 15-11-7

2015-0384

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with Burgess Properties, LLC for construction of the LaBranche Salinity Control Structure.

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

Council Discussion

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

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Lewis

Enactment No: 15-11-8

2015-0386

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with Burgess St. Charles Land, LLC for construction of the LaBranche Salinity Control Structure.

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

Yea: 8 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier

Nay: 0

Absent: 1 - Lewis

Enactment No: 15-11-9

2015-0388

An ordinance to approve and authorize the execution of an Easement, Servitude, and Right-of-Way Agreement with George Burgess, Jr., Trust #2 for construction of the LaBranche Salinity Control Structure.

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

Yea: 8 - Schexnaydre, Wilson

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES ADOPTED AT THE MEETING OF NOVEMBER 16, 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 10045 Highway 18 P.O. Box 302 Hahnville, LA 70057 985-763-6000 www.stcharlesparish-la.gov

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

Monday, November 16, 2015 6:00 PM Council Chambers, Courthouse

ATTENDANCE

- Present: 6 - Jarvis Lewis, Terrell D. Wilson, Wendy Benedetto, Larry Cochran, Traci A. Fletcher, and Julia Fisher-Perrier
Absent: 3 - Carolyn K. Schexnaydre, Mary Tastet, and Paul J. Hogan

Also Present

Parish President V.J. St. Pierre, Jr., Chief Operations Officer Bobby Donaldson, Legal Director Leon C. Vial, III, Assistant Parish Attorney David Moyer, Public Works/Wastewater Director Sam Scholle, Finance Director Grant Dussorn, Executive Assistant/Office Manager Anetra Coleman, Parks and Recreation Director Duane Forest, R.S.V.P. Director Michelle Higgins, Housing Authority Executive Director Benjamin Bell

CALL TO ORDER

PRAYER / PLEDGE

Reverend Rob Weber New Life Community Church, Luling

PENDING BUSINESS (RULE 1)

2015-0397

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2016.

Reported: Finance Department Recommended: Approval Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE AS AMENDED
Yes: 6 - Lewis, Wilson, Benedetto, Cochran, Fletcher and Fisher-Perrier
Nay: 0

Absent: 3 - Schexnaydre, Tastet and Hogan
Enactment No: 15-11-22

REGULAR BUSINESS

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Lewis, to approve the minutes from the special meeting of October 27, 2015. The motion carried by the following vote:
Yes: 6 - Lewis, Wilson, Benedetto, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 3 - Schexnaydre, Tastet and Hogan

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2015-0418

In Recognition: In Honor of Benjamin Simon

Reported: Mr. St. Pierre Jr.
Read

2015-0419

In Recognition: Helen E. Franklin, Housing Authority Board of Commissioners

Reported: Mr. St. Pierre Jr.
Read

2015-0420

In Recognition: Ryan Sidney Komegay, Eagle Scout

Reported: Ms. Fisher-Perrier
Read

2015-0421

In Recognition: Trash Bash Awards 2015 Fall Trash Bash Photo Contest Winner: Ashley Hobby 2015 Fall Trash Bash Photo Contest Winner: St. Charles Parish 4-H

Reported: Mr. St. Pierre Jr.
Read

2015-0422

Proclamation: Toy and Gift Fund Week

Reported: Ms. Schexnaydre
Read

2015-0423

Proclamation: Christmas Celebration

Reported: Mr. Lewis
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2015-0425

Hospital Service District

Reported: Mr. Anthony DiGermino, St. Charles Hospital Chief Executive Officer

2015-0411

Parish President Remarks/Report

Reported: Mr. St. Pierre Jr.
Parish President V.J. St. Pierre, Jr. presented Finance Director Grant Dussorn with the Certificate of Achievement for Excellence in Financial Reporting for the Comprehensive Annual Financial Report for the Fiscal Year ended December 31, 2014, from the Government Finance Officers Association (GFOA).

Mr. Dussorn 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 TO BE HELD ON MONDAY, DECEMBER 14, 2015, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2015-0255

An ordinance of the Parish of St. Charles, providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 19 Planning and Development, Article I. In General, Section 19-1. Planning and Zoning Commission, (b), to add term limits on Council appointments to the Planning and Zoning Commission.

Reported: Mr. Hogan
Publish/Scheduled for Public Hearing to the Parish Council on December 14, 2015

2015-0417

An ordinance to approve and authorize the execution of a Cooperative Endorsement Agreement between St. Charles Parish and the ARC of St. Charles for the provision of services to individuals with intellectual and developmental disabilities.

Reported: Mr. St. Pierre Jr., Ms. Schexnaydre, Mr. Lewis, Mr. Wilson, Mrs. Tastet, Ms. Benedetto, Mr. Hogan, Mr. Cochran, Ms. Fletcher and Ms. Fisher-Perrier
Publish/Scheduled for Public Hearing to the Parish Council on December 14, 2015

2015-0426

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2016 through 2018 in accordance with the Parish Transportation Act.

Reported: Mr. St. Pierre Jr. and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on December 14, 2015

2015-0427

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Reported: Mr. St. Pierre Jr. and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on December 14, 2015

2015-0429

An ordinance to approve and authorize the execution of Change Order 1 for Parish Project No. P130101, Cousins Pump Station Discharge Pipe Replacement to increase the contract amount by \$54,000 and increase the time by forty (40) days.

Reported: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on December 14, 2015

2015-0430

An ordinance to approve and authorize the execution of an Engineering Services Contract with Design Engineering, Inc. for the design of Parish Project No. P140803, Easy Street Extension, Luling.

Reported: Mr. St. Pierre Jr. and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on December 14, 2015

Amendment to accept the revised version of File No. 2015-0378 and to amend the proposed resolution in the "SUMMARY" and in the "NOW, THEREFORE, BE IT RESOLVED" Section" to change "November 13, 2015" to read "November 20, 2015."

A motion was made by Councilmember Hogan, seconded by Councilmember Schexnaydre, to Amend File No. 2015-0378. The motion carried by the following vote:

Yes: 6 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Lewis

2015-0378

A resolution to authorize the Council Chairman to immediately employ Special Legal Counsel to represent the St. Charles Parish Council to compel the Parish President to perform his legal obligation to enter into a contract to perform a budgeted task, which he is legally obligated to do, to raise and dispose the sunken vessel "Pretty Boy" from the Scenic Waterway Bayou Des Allemands immediately following the passing of two (2) working days after the receipt of an AG opinion if it is received prior to the end of the day on November 20, 2015, and it confirms that the spending of the budgeted funds is not gratuitous spending of public funds since the Parish President has advised the Council at the October 19, 2015, council meeting that he will not lift the vessel, even if the AG opines that the expenditure of the budgeted funds is legal or immediately following the passing of two (2) working days following November 20, 2015, should it not be received prior to the end of the day on November 20, 2015, whichever occurs sooner.

Reported: Councilman Hogan Recommended: Approval
Council Discussion: Chief Administrative Officer Buddy Boe spoke on the matter.

A motion was made by Councilmember Hogan, seconded by Councilmember Cochran, to Postpone Indefinitely File No. 2015-0378. The motion carried by the following vote:

Yes: 6 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Lewis

Amended

Amendment No: 15-11-15

Enactment No: 15-11-15

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Council Discussion: Planning & Zoning Director Michael Albert spoke on the matter. Parish President V.J. St. Pierre, Jr. spoke on the matter.
Proposed ordinance failed for lack of a majority by the following vote:
Yes: 2 - Schexnaydre and Hogan
Nay: 6 - Wilson, Tastet, Benedetto, Cochran, Fletcher and Fisher-Perrier
Absent: 1 - Lewis
Failed

2015-0396

An ordinance to approve a resubdivision of the T.C. Dufrene Estate & Lot 21-A-3 into lots herein designated as Lot 21-A-4, Lot 21-A-5 and Lot 1-TCCOE of the T.C. Dufrene Estate situated in Section 11, T14S R20E, Boutte, St. Charles Parish, La. Zoning District OL. Council District 4, as requested by Jody Fahrig.

Reported: Mr. St. Pierre Jr. and Department of Planning & Zoning
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Speakers: Mr. Jody Fahrig, Boutte
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE
Yes: 6 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 1 - Lewis

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Amendment to accept the revised version of File No. 2015-0378 and to amend the proposed resolution in the "SUMMARY" and in the "NOW, THEREFORE, BE IT RESOLVED" Section" to change "November 13, 2015" to read "November 20, 2015."

2015-0378

A resolution to authorize the Council Chairman to immediately employ Special Legal Counsel to represent the St. Charles Parish Council to compel the Parish President to perform his legal obligation to enter into a contract

2015-0431
An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to OL on Lots J-1 and J-2 of a Subdivision of the Heirs of Anatole Frloux, Ama (309 & 311 St. Marks Street), as requested by Ashley Plesaunce.

Reported: P & Z Department Recommended: Approval
CZM Administrator Earl Mathews spoke on the matter.
Public Hearing Requirements Satisfied
VOTE ON THE PROPOSED ORDINANCE
ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

Yes: 8 - Lewis, Wilson, Benedetto, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 3 - Schexnaydre, Tastet and Hogan
Tabled:
SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2015-0432
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning classification from C-2 / R-1A to C-2 on a portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90) Luling, as requested by Larry Orgeron.

2015-0403
An ordinance to approve and authorize the execution of a Contract with Beverly Construction Company, LLC for the Ashton Park Development in the amount of \$267,550.00.

2015-0428
Review 2016 Parish Council Meeting Schedule (Adopt December 14, 2015)
Councilwoman Fisher-Perrier requested Point of Privilege to suggest moving the November Parish Council Meeting dates for 2016.

2015-0433
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to R-1AM at 309 West Lawson Street (Lot 11, Sq. 16, New Sarpy Subd.), New Sarpy, as requested by Trevine Lewis.

2015-0404
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on both sides of Fourth Street between West Hoover Street and West Harding Street in New Sarpy.

ADJOURNMENT
A motion was made by Councilmember Lewis, seconded by Councilmember Fletcher, to adjourn the meeting at approximately 6:56 pm. The motion carried by the following vote:
Yes: 8 - Lewis, Wilson, Benedetto, Cochran, Fletcher and Fisher-Perrier
Nay: 0
Absent: 3 - Schexnaydre, Tastet and Hogan

2015-0434
An ordinance to approve the resubdivision of two portions of Parcel H-1, Lots 1, 2, 3, 4, 5, 6, a portion of Lot 7, a portion of Lot 8 of Parcel G-1 of a subdivision of a portion of Tract No. 1 of Ormond Plantation Subdivision into lots herein designated as Lots 1-H, 2-H, 3-H, 4-H, 1-G, 2-G, 3-G & 4-G of a subdivision of a portion of Tract No. 1 of the Ormond Plantation Subdivision, Destrehan. Zoning District R-3. Council District 3, as requested by Jack Call III.

2015-0412
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO OVERNIGHT PARKING" signs on both sides of River Park Drive in Hahnville.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
Tiffany K. Clark
Council Secretary
Publish Dates: December 24, 2015

2015-0435
An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A, Zoning Ordinance of 1981, Section III, Definitions, to eliminate a conflicting diagram and correct a typographical error.

2015-0414
An ordinance to approve and authorize the execution of a Construction Contract with Cycle Construction Company, LLC for Project No. P080905-5B, Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, State Project No. BA-85, in the amount of \$8,478,497.00.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS
THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, DECEMBER 14, 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.

2015-0436
An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981, Section VIII, A.5.c to clarify a 19' length for handicap parking stalls and Section VIII B and to delete a typographical error.

2015-0416
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO OVERNIGHT PARKING" signs on both sides of River Park Drive in Hahnville.

2015-0431
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING AND ZONING)
ORDINANCE NO. 15-12-1
An ordinance to amend the Zoning Ordinance of 1981, to change the land use zoning classification from R-1A to OL on Lots J-1 and J-2 of a Subdivision of the Heirs of Anatole Frloux, Ama (309 & 311 St. Marks Street), as requested by Ashley Plesaunce.

2015-0437
An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981, Section VIII, C 1, Off-Street Loading Facilities, to clarify the applicability of the standards.

2015-0418
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, Lots J-1 and J-2 of a Subdivision of the Heirs of Anatole Frloux, are zoned R-1A; and,
WHEREAS, both lots together meet the area requirements for an OL lot; and,
WHEREAS, the property owner requests a change of zoning district to OL; and,
WHEREAS, both the St. Charles Parish Planning and Zoning Department and the St. Charles Parish Planning and Zoning Commission recommended approval of change of zoning at its regular meeting of November 5, 2015.

2015-0438
An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981, Section XIV, Amendments Item B, 1-3, to correct typographical errors and item C 1, to delete a conflicting sentence.

2015-0420
An ordinance to approve and authorize the execution of a Contract with Cycle Construction Company, LLC for Project No. P080905-5B, Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, State Project No. BA-85, in the amount of \$8,478,497.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to approve the change of land use zoning classification from R-1A to OL on Lots J-1 and J-2 of a Subdivision of the Heirs of Anatole Frloux shown on a survey by Lucien Gassen dated January 15, 1980.
SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to show this change from R-1A to OL on Lots J-1 and J-2 of a Subdivision of the Heirs of Anatole Frloux shown on a survey by Lucien Gassen dated January 15, 1980.

2015-0294
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning classification from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack G. Hoover.

2015-0422
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, Lots J-1 and J-2 of a Subdivision of the Heirs of Anatole Frloux, are zoned R-1A; and,
WHEREAS, both lots together meet the area requirements for an OL lot; and,
WHEREAS, the property owner requests a change of zoning district to OL; and,
WHEREAS, both the St. Charles Parish Planning and Zoning Department and the St. Charles Parish Planning and Zoning Commission recommended approval of change of zoning at its regular meeting of November 5, 2015.

2015-0439
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. P140311, Kilona Community Center to increase the contract amount by \$20,172.00.

2015-0424
An ordinance to approve and authorize the execution of a Contract with Cycle Construction Company, LLC for Project No. P080905-5B, Ellington Levee - Phase I Project, as part of the West Bank Hurricane Protection Levee Project, State Project No. BA-85, in the amount of \$8,478,497.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change in land use zoning classification from R-1AM to C-2 on a portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90), Luling from C-2 / R-1A to C-2, as requested by Larry Orgeron.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from C-2 / R-1A to C-2 on a portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90), Luling from C-2 / R-1A to C-2, as requested by Larry Orgeron.

2015-0440
An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Murray Architects, Inc. to provide design services for the District Attorney's Annex to be located on the Courthouse grounds.

2015-0426
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning the portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90), Luling from C-2 / R-1A to C-2; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of November 5, 2015.

2015-0441
An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC, to provide design services for the Veterans Memorial and Community Park Development in Luling.

2015-0428
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change in land use zoning classification from R-1AM to C-2 on a portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90), Luling from C-2 / R-1A to C-2, as requested by Larry Orgeron.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from C-2 / R-1A to C-2 on a portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90), Luling from C-2 / R-1A to C-2, as requested by Larry Orgeron.

2015-0442
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. FEMA-1603-DR-LA-0079, St. Charles Parish Animal Shelter Emergency Stand-By Generator to increase the contract time by fifty-six (56) days.

2015-0430
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning the portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90), Luling from C-2 / R-1A to C-2; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended approval of the request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting of November 5, 2015.

2015-0443
An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way and Servitude Agreement on behalf of the Gravity Drainage District # 2 of St. Charles Parish as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across two (2) separate tracts of land in Section 8, Township 12 South, Range 8 East for the construction of one 12" VISO pipeline. Said tracts are more particularly described as Exhibit 'A', and Exhibit 'B' in the Right-of-Way and Servitude Agreement attached hereto and made a part hereof, from the Gravity Drainage District #2 of St. Charles Parish, as Grantor, to Maurepas Pipeline, LLC, as Grantee.

2015-0432
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change in land use zoning classification from R-1AM to C-2 on a portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90), Luling from C-2 / R-1A to C-2, as requested by Larry Orgeron.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from C-2 / R-1A to C-2 on a portion of Lot 1-B, Block B, River Oaks Subdivision (12531 Hwy 90), Luling from C-2 / R-1A to C-2, as requested by Larry Orgeron.

2015-0444
An ordinance to approve and authorize the execution of Lease Agreement between St. Charles Parish and the Sewerage & Water Board of New Orleans for the development of the St. Rosa Community Park.

2015-0434
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of the request; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended denial of the request at its regular meeting of August 6, 2015.

2015-0445
An ordinance to provide for the installation of an additional "ALL-WAY STOP" sign at the intersection of Oakley Drive and Longview Drive in Destrehan.

2015-0436
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change in land use zoning classification from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack G. Hoover.
SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack G. Hoover.

2015-0446
An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Bunge North America, Inc. (Bunge).

2015-0438
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack G. Hoover.
SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reflect this reclassification from commercial to light-industrial on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.

2015-0447
An ordinance to provide for the installation of an additional "ALL-WAY STOP" sign at the intersection of Oakley Drive and Longview Drive in Destrehan.

2015-0440
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.
SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reflect this reclassification from commercial to light-industrial on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.

2015-0448
An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Bunge North America, Inc. (Bunge).

2015-0442
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.
SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reflect this reclassification from commercial to light-industrial on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.

2015-0449
An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Bunge North America, Inc. (Bunge).

2015-0444
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.
SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reflect this reclassification from commercial to light-industrial on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.

2015-0450
An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Bunge North America, Inc. (Bunge).

2015-0446
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.
SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reflect this reclassification from commercial to light-industrial on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.

2015-0451
An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Bunge North America, Inc. (Bunge).

2015-0448
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.
SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reflect this reclassification from commercial to light-industrial on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.

2015-0452
An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Bunge North America, Inc. (Bunge).

2015-0450
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.
SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reflect this reclassification from commercial to light-industrial on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.

2015-0453
An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Bunge North America, Inc. (Bunge).

2015-0452
An ordinance to approve and authorize the execution of a Contract with BLD Services, LLC, for Parish Project No. S091101; Primrose Lift Station and Force Main Upgrades, with a Base Bid in the amount of \$923,650 with an Alternate Bid of \$56,150.

WHEREAS, the property owner, TuJack G. Hoover, requests rezoning of said property located at 13840 Old Spanish Trail from C-3 to M-1 on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.
SECTION III. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Future Land Use Map to reflect this reclassification from commercial to light-industrial on a 21.7 acre portion of land located at 13840 Old Spanish Trail, Boutte, as requested by TuJack Hoover.

that public funds may be used for programs of social welfare for the aid and support of the needy; and

WHEREAS, the voters of St. Charles Parish, on May 2, 2015, passed a dedicated millage for providing services to individuals with intellectual and developmental disabilities; and

WHEREAS, the residents of St. Charles Parish will benefit from the efforts of the Parish and ARC of St. Charles working to assist in the furtherance of the above mentioned services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement by and between St. Charles Parish and the ARC of St. Charles, be hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor 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: SCHEXNAYDRE

And the ordinance was declared adopted this 14th day of December, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 12/16/15
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: WJL
 RET. SECRETARY: 12/17/15
 AT: 1:50a RECD BY: _____

COOPERATIVE ENDEAVOR AGREEMENT
 BETWEEN
 ARC of ST. CHARLES
 AND
 ST. CHARLES PARISH COUNCIL

I. PURPOSE

The purpose of this agreement is to facilitate the development of methods to achieve a coordinated response to the needs, problems and concerns of people of all ages with developmental and intellectual disabilities and special needs by improving the coordination of programs administered by the Arc of St. Charles and other agencies which relate to the welfare of people with developmental and intellectual disabilities and special needs. This agreement builds on a history of cooperation between the Parish of St. Charles and the Arc of St. Charles.

The needs to assure the economic security and social independence of people with developmental and intellectual disabilities and special needs will require close cooperation between the parties. Together the Arc of St. Charles and the Parish of St. Charles can develop and coordinate programs that are accessible to those served by Arc of St. Charles and that programs ensure special help for the most vulnerable and those in greatest social and economic need.

II. SCOPE OF AGREEMENT

Under this agreement, the Arc of St. Charles and the Parish of St. Charles will jointly engage in collaborative activities to achieve the goal of promoting the well-being of persons with developmental and intellectual disabilities and special needs by providing a coordinated, integrated response to enhance the supports and services needed to guide them to a fulfilled life and maximize their full potential.

III. PERIOD OF AGREEMENT

This agreement is effective upon signature and shall continue in effect until terminated by either party. This agreement may be terminated by either party by giving written notice of thirty days.

This agreement will immediately terminate at the expiration or non-renewal of the Arc of St. Charles millage.

IV. MODIFICATION OF AGREEMENT

This agreement shall be modified or amended by Resolutions of the parties. Requests for modification, amendments and additions may be initiated by either party through written modification.

V. APPOINTMENT OF AD HOC MEMBER TO THE BOARD OF DIRECTORS

The St. Charles Parish Council shall appoint one ad hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles, and that appointee shall serve pursuant to the terms and conditions provided for in the governing documents of the Arc of St. Charles.

The St. Charles Parish Council shall also appoint one ex-officio member from the Parish Council to the Board of Directors for the Arc of St. Charles.

VI. PERIODIC REPORTING

The Arc of St. Charles Parish shall be required from time to time, but at least once per year, to report on their activities at a meeting of the St. Charles Parish Council.

The Arc of St. Charles shall also be required to make their annual budget presentation to the St. Charles Parish Council.

VII. USE OF FUNDS.

All funds appropriated from St. Charles Parish, including, but not limited to the Arc of St. Charles millage funds, must be used exclusively for services in St. Charles Parish.

VIII. COMPLIANCE WITH LAWS.

The Arc of St. Charles must comply with all state accounting and auditing laws.

IX. ACCEPTANCE AND SIGNATURE OF APPROVING PARTIES

We hereby commit to work together to enhance the quality of life of older persons.

Victoria Bryant _____ Date _____
 Executive Director, Arc of St. Charles

V.J. St. Pierre _____ Date _____
 Parish President

2015-0426
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 15-12-5

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2016 through 2018 in accordance with the Parish Transportation Act.

WHEREAS, in accordance with the provisions of Louisiana Revised Statutes 48:751-760, the Parish Transportation Act, and the St. Charles Parish Home Rule Charter, the Parish President has submitted the Road and Bridges Capital Program Budget for fiscal year 2016 through 2018 to the St. Charles Parish Council; and

WHEREAS, The Parish Council has taken under advisement the study of the Road and Bridges Capital Program Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Road and Bridges Capital Program Budget for fiscal year 2016 through 2018 identified as "Exhibit A" is hereby approved and 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 14th day of December, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 12/16/15
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: WJL
 RET. SECRETARY: 12/17/15
 AT: 1:50a RECD BY: _____

Exhibit "A"

St. Charles Parish Council
Road & Bridge Capital Budget Program

Project	Funding Source	2016	2017	2018	Total
Priority 15	Parish Transportation Special Revenue - Fund 102	498,369			498,369
Priority 14	Parish Transportation Special Revenue - Fund 102	1,631			1,631
Priority 13	Parish Transportation Special Revenue - Fund 102		350,735		350,735
Priority 12	Parish Transportation Special Revenue - Fund 102		149,265	500,000	649,265
		500,000	500,000	500,000	1,500,000
Priority 14	Road & Drainage M&O Special Revenue - Fund 112	195,111			195,111
Priority 13	Road & Drainage M&O Special Revenue - Fund 112	504,889			504,889
		700,000			700,000
Total Capital Budget		1,200,000	500,000	500,000	2,200,000

2015-0427
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 15-12-6

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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, August 24, 2015 by Executive Order 15-06, August 20, 2015 by Executive Order 15-07, August 25, 2015 by Executive Order 15-08, September 8, 2015 by Ordinance 15-9-6, November 2, 2015 by Ordinance 15-11-18; 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.

NOW, THEREFORE, 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 ordain to adopt the 2015 St. Charles Parish Consolidated Operating and Capital Budget as amended, and that it be attached hereto and made a part hereof and identified as "Exhibit A" and "Exhibit B".

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 14th day of December, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 12/16/15
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: WJL
 RET. SECRETARY: 12/17/15
 AT: 1:50a RECD BY: _____

Exhibit A

ST. CHARLES PARISH
GOVERNMENTAL FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2015

Account	Original Budget	Last Adopted Budget	Actual Year-to-Date (to date of 2015)	Estimated Year-End 2015	Over or Under 2015
BEGINNING FUND BALANCE	59,460,375	89,258,000	94,084,079	94,084,079	
FUND BALANCE - RESTATED	59,460,375	89,258,000	94,084,079	94,084,079	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	97,112,906	117,696,461	65,077,251	30,624,692	(53,162,919)
TOTAL MEANS OF FINANCING	156,573,281	206,954,461	159,161,330	124,708,771	(31,864,509)
EXPENDITURES & OTHER FINANCING USES:					
PERSONAL SERVICES	20,814,454	20,440,630	19,053,695	8,425,031	27,478,277
PERSONAL SERVICES	15,968,051	17,966,622	7,961,714	4,566,217	15,438,591
MATERIALS & SUPPLIES	5,872,293	5,835,303	2,741,763	1,946,534	4,084,317
OTHER CHARGES	871,229	824,129	803,463	(583,558)	(604,820)
DEBT SERVICE	3,516,669	3,510,669	3,165,791	27,085	(320,800)
CAPITAL OUTLAY	50,627,124	94,144,715	18,948,678	17,729,893	36,215,671
INTERGOVERNMENTAL	8,890,410	8,920,410	6,711,901	2,128,613	(80,090)
TRANSFERS	20,929,572	21,020,793	5,260,603	2,508,477	(17,281,793)
TOTAL	135,537,412	185,727,280	64,708,999	86,249,332	101,450,331
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES	(8,964,131)	(6,473,819)	(50,547,669)	(63,540,561)	(169,163,779)
ENDING FUND BALANCE	21,056,244	21,224,681	43,536,710	28,148,210	75,702,545

Exhibit B

ST. CHARLES PARISH
PROPRIETARY FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2015

Account	Original Budget	Last Adopted Budget	Actual Year-to-Date (to date of 2015)	Estimated Year-End 2015	Over or Under 2015
BEGINNING NET ASSETS:					
Invested in Capital Assets, Net of Debt	98,734,129	93,764,129	93,764,129	93,764,129	
Retained for Debt Service	2,070,000	2,070,000	2,070,000	2,070,000	
Retained for Capital Projects	3,146,872	3,146,872	3,146,872	3,146,872	
TOTAL NET ASSETS	103,951,001	98,981,001	98,981,001	98,981,001	
CURRENT YEAR REVENUES					
EXPENDITURES	10,018,115	10,018,115	10,018,115	10,018,115	
PERSONAL SERVICES	8,163,072	8,163,072	8,163,072	8,163,072	
OPERATING SERVICES	2,596,659	2,596,659	2,596,659	2,596,659	
MATERIALS & SUPPLIES	6,486,954	6,486,954	6,486,954	6,486,954	
OTHER CHARGES	1,217,386	1,217,386	1,217,386	1,217,386	
DEBT SERVICE	397,000	397,000	397,000	397,000	
INTERGOVERNMENTAL	16,000	16,000	16,000	16,000	
TRANSFERS	26,702,386	26,702,386	26,702,386	26,702,386	
TOTAL EXPENDITURES	45,200,507	45,200,507	45,200,507	45,200,507	
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(34,849,506)	(34,849,506)	(34,849,506)	(34,849,506)	
CAPITAL CONTRIBUTIONS					
CHANGES IN NET ASSETS	(34,849,506)	(34,849,506)	(34,849,506)	(34,849,506)	
ENDING NET ASSETS:					
Invested in Capital Assets, Net of Debt	99,230,000	99,230,000	99,230,000	99,230,000	
Retained for Debt Service	2,762,000	2,762,000	2,762,000	2,762,000	
Retained for Capital Projects	4,012,907	4,012,907	4,012,907	4,012,907	
TOTAL NET ASSETS	106,004,907	106,004,907	106,004,907	106,004,907	

2015-0428
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-12-7

An ordinance to approve and authorize the execution of Change Order 1 for Parish Project No. P130101, Cousins Pump Station Discharge Pipe Replacement to increase the contract amount by \$54,000 and increase the time by forty (40) days.

WHEREAS, Ordinance No. 15-7-7 adopted July 6, 2015 by the St. Charles Parish Council awarded construction of Parish Project No. P130101, Cousins Pump Station Discharge Pipe Replacement, to Kostmayer Construction, LLC; and

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with current quantities resulting in an increase to the contract amount by \$54,000 and an increase in time of forty (40) days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for Parish Project No. P130101, Cousins Pump Station Discharge Pipe Replacement, to increase the contract amount by \$54,000 and increase the time by forty (40) days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 14th day of December, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 12/16/15
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: WJL
 RET. SECRETARY: 12/17/15
 AT: 1:50a RECD BY: _____

CHANGE ORDER

No. 1

DATE OF ISSUANCE 11/05/2015 EFFECTIVE DATE 11/05/2015

OWNER: St. Charles Parish
 CONTRACTOR: Kostmayer Construction LLC
 Contract: Cousins Pump Station Discharge Pipe Replacement
 Project: Cousins Pump Station Discharge Pipe Replacement
 OWNER'S Contract No. P130101-1 ENGINEER'S Contract No. 20-1270
 ENGINEER: Meyer Engineers, Ltd.

You are directed to make the following changes in the Contract Documents:
 Description: See attached example on how to fill in this information.

1. **Delete the Following Work Items:**
 - a. Contract Item #5: Bedding Material (Not Section) Delete item in its entirety. (-\$15,000)
2. **Add the Following Work Items:**
 - a. New Contract Item #10: Lump sum item for change of means and method of removal and installation based on discovery of discharge basin having slope paving. This item includes the material and installation of pipe, additional flanges, and associated methods of installation presented by the contractor. Addition of \$60,000 (L.S.). See attached cost estimate for details.
3. **Revise the Following Work Item Quantities:**
 - a. Contract Item #3: Plastic Material (Backfill) (Vehicular Measurement) The quantity is to be changed to 400 CY (+\$9,000)
 - b. Contract Item #2: 48" Welded Discharge Pipe The quantity is not changed. (+/- 0)

Total of Deducted Items = (-\$15,000)
 Total of Added Work Items = (+\$60,000)
 Total of Change in Work Items Quantity = (+\$9,000)

Reason for Change Order: List a reason for each Line Item listed above.

1. Deleted Work Items
 - a. Per Work Change Directive No. 1 - Bedding material (limestone) removed from project in order to replace bedding with clay material. Clay material will prevent transfer of water along pipe length. This item will not be used and can be eliminated from the contract.
2. Add Work Items
 - a. Per Work Change Directive No. 3 - Lump sum item number 10 was added to project in order to allow the contractor a change to his means and method for installation and removal of pipe based on the discovery of discharge pipe having slope paving. This lump sum contract price change includes all costs for all known obstructions to date; work shall be completed in compliance with the contract documents and is subject to testing and inspection. The contract price change is inclusive of all work required and cost incurred under "Alternate Number 4" including but not limited to: lengthening of two pipes each by 5 linear feet, removal of existing pipe, welding (subject to owner testing as defined in the contract documents), pipe alignment, flange alignment meeting manufacturer's specifications ensuring minimum pipe stain to pump), shimming of pipes under pier saddles, and reinstallation of pipe straps. All other technical specifications as defined in the contract documents shall apply. This item will be completed in accordance with the contract documents still apply & all work should be completed in accordance with the contract documents. This item will include the addition of forty (40) contract days based on the lead time of the additional materials and additional days for installation. This lump sum item description, cost, and time was agreed upon by both St. Charles Parish and Kostmayer Construction LLC.
 - b. Neither the Contractor nor the Owner have knowledge of any other substantial differences between the physical or subsurface condition of the site and the technical data and specifications of the contract documents. Should the contractor uncover any other material differences between the technical specifications and physical conditions, contractor shall in accordance with Section 5.04 of the General Conditions (SCP-B-0700) immediately notify the Owner and Engineer in writing.
3. Revise Work Item Quantities
 - a. Per Work Change Directive No. 1 - Additional clay material was added to project as bedding material. The revised quantity is increased by 150 CY. The total contract quantity is now 400 CY.
 - b. Per Work Change Directive No. 2 - The contractor shall be allowed the use of spiral welded pipe that was prohibited in section 02615 of the contract specifications. Revised specifications prepared by Meyer Engineers, Ltd. are included in the Work Change Directive No. 2. The quantity of pipe was not changed by this Work Change Directive.

Attachments:
 Work Change Directive No. 1 (with attached detail by Meyer Engineers, Ltd.)
 Work Change Directive No. 2
 Work Change Directive No. 3 (with attached narrative by Kostmayer Construction LLC)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price	Original Contract Times:
\$196,340.00	Substantial Completion: December 1, 2015
	Ready for final payment: _____
Net Increase (Decrease) from previous Change Orders	Net change from previous Change Orders No. ___ to No. ___
50.00	Substantial Completion: 0
	Ready for final payment: 165
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$196,340.00	Substantial Completion: December 1, 2015
	Ready for final payment: January 15, 2016
Net increase of this Change Order:	Net increase this Change Order:
\$54,000.00	Substantial Completion: 40
	Ready for final payment: 205
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
\$250,340.00	Substantial Completion: January 18, 2016
	Ready for final payment: February 28, 2016

RECOMMENDED: _____
 By: _____
 ENGINEER (Authorized Signature)
 Date: 11-5-15

APPROVED: _____
 By: _____
 OWNER (Authorized Signature)
 Date: 12-17-15

ACCEPTED: _____
 By: _____
 CONTRACTOR (Authorized Signature)
 Date: 11/4/15

2015-0434
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
ORDINANCE NO. 15-12-8

An ordinance to approve the subdivision of two portions of Parcel H-1, Lots 1, 2, 3, 4, 5, 6, a portion of Lot 7, a portion of Lot 8 of Parcel G-1 of a subdivision of a portion of Tract No. 1 of Ormond Plantation Subdivision into lots herein designated as Lots 1-H, 2-H, 3-H, 4-H, 1-G, 2-G, 3-G & 4-G of a subdivision of a portion of Tract No. 1 of the Ormond Plantation Subdivision, Destrehan, Zoning District R-3, Council District 3, as requested by Jack Call III.

WHEREAS, at their August 6, 2015 meeting, the Planning Commission recommended Approval of PZS-2015-38, a subdivision of two portions of Parcel H-1, Lots 1, 2, 3, 4, 5, 6, a portion of Lot 7, a portion of Lot 8 of Parcel G-1 of a subdivision of a portion of Tract No. 1 of Ormond Plantation Subdivision

into lots herein designated as Lots 1-H, 2-H, 3-H, 4-H, 1-G, 2-G, 3-G & 4-G of a subdivision of portion of Tract No. 1 of the Ormond Plantation Subdivision, Distrehan, Zoning District R-3, Council District 3, as requested by Jack Call III; and,

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) stipulates that consideration of a resubdivision whereby a net increase of more than five (5) lots is proposed, and/or the required public improvements are deemed by the Planning Director to be insignificant, and where no new public streets are to be dedicated major resubdivision by the Planning and Zoning Commission also requires approval by the St. Charles Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That PZS-2015-38, a resubdivision of two portions of Parcel H-1, Lots 1, 2, 3, 4, 5, 6, a portion of Lot 7, a portion of Lot 8 of Parcel G-1 of a subdivision of a portion of Tract No. 1 of Ormond Plantation Subdivision into lots herein designated as Lots 1-H, 2-H, 3-H, 4-H, 1-G, 2-G, 3-G & 4-G of a subdivision of portion of Tract No. 1 of the Ormond Plantation Subdivision, Distrehan, Zoning District R-3, Council District 3, as requested by Jack Call III is hereby approved.

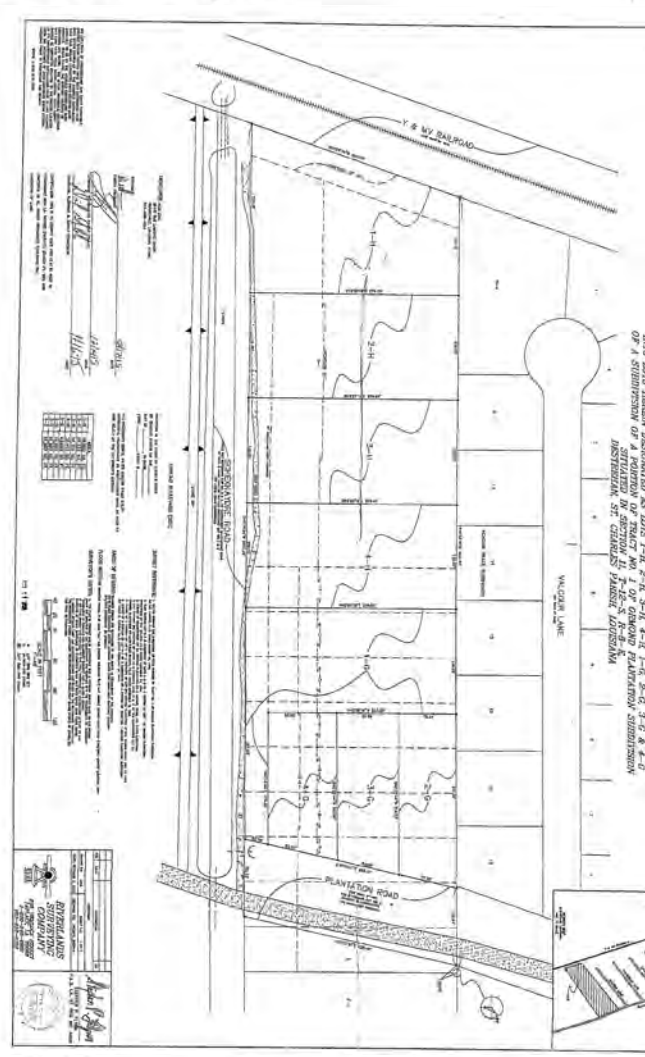
SECTION II. The Parish President is hereby authorized to execute the attached surveys by Riverlands Surveying Company, dated October 2, 2015.

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 14th day of December, 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 9:50 a.m. RECD BY: [Signature]



SECTION II. That the Code of Ordinances, Appendix A, Section III, Definitions, is amended to delete the words shown in strikethrough and add words shown in bold as follows:

Yard: The area of a lot surrounding the principal building or buildings.

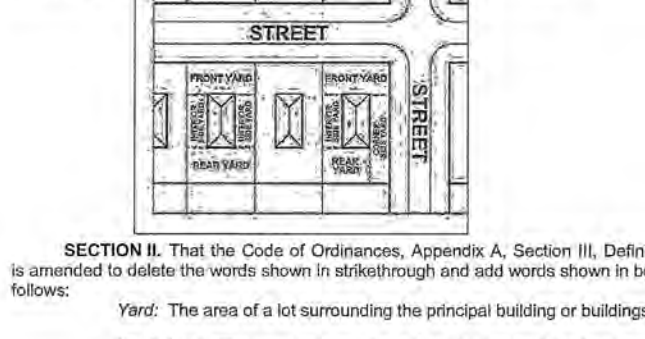
Yard, front: The area between the a front lot line and the front a wall of the principal building.

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 14th day of December, 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 9:50 a.m. RECD BY: [Signature]



Handicapped Parking shall be an area not less than twelve (12) feet in width and twenty (20) nineteen (19) feet in length.

SECTION II. That the Code of Ordinances, Appendix A, Section VIII, B is amended to delete the words shown in strikethrough and add words shown in bold as follows:

Commercial/Industrial Parking Lot Standards

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, COCHRAN

And the ordinance was declared adopted this 14th day of December, 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 9:50 a.m. RECD BY: [Signature]

2015-0437
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-12-11

An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981, Section VIII, C 1, Off-Street Loading Facilities, to clarify the applicability of the standards.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 was recently amended as part of a comprehensive update; and,

WHEREAS, the language describing what types of buildings require off-street loading facilities in item C.1 does not align directly with the use types listed in Table 8-3; and,

WHEREAS, it is the desire of the St. Charles Parish Council to clarify the section by amending the code as indicated below.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VIII.C.1 is amended to delete the words shown in strikethrough and add words shown in bold as follows:

Whenever a non-residential building other than a one or two family residence is erected, altered, enlarged, converted, or otherwise increased in size or capacity, the off-street loading facilities herein required shall be provided for uses that distribute or receive materials or merchandise by trucks or other commercial vehicles in accordance with Table 8.3.

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 14th day of December, 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 9:50 a.m. RECD BY: [Signature]

2015-0438
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 15-12-12

An ordinance to amend the St. Charles Parish Code of Ordinances Appendix A, Zoning Ordinance of 1981, Section XIV, Amendments Item B, 1-3, to correct typographical errors and item C. 1, to delete a conflicting sentence.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 was recently amended as part of a comprehensive update; and,

WHEREAS, typographical errors exist in the amendment adopted in Section XIV, B, 1-3 and C. 1; and,

WHEREAS, it is the desire of the St. Charles Parish Council to correct the error by amending the code as indicated below.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section XIV, B is amended to delete the words and punctuation shown in strikethrough and add the words shown in bold as follows:

- Request for Text or Map Amendment by a member of the Parish Council;
- Recommendation of the Planning and Zoning Department through the Parish President; and
- Application for Map Amendment by property owners.

SECTION II. That the Code of Ordinances, Appendix A, Section XIV, C, 1 is amended to delete the words and period shown in strikethrough and add the words shown in bold as follows:

Applications for rezoning may be submitted for any lot(s) by the ownership of said lot(s). Applications for rezoning may be submitted by a member of the St. Charles Parish Council for any lot(s) within the area they represent. No such application for rezoning shall be filed unless such petition application is duly signed and acknowledged by the owners or authorized agents of not less than fifty (50) percent of the area of land for which a change of classification is requested, provided, however, that, where any lot located in the aforesaid area is owned in division, all co-owners must sign the petition for that lot to be included in the fifty (50) percent area provision.

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 14th day of December, 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 9:50 a.m. RECD BY: [Signature]

2015-0439
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)
TERRELL D. WILSON, COUNCILMAN, DISTRICT I
ORDINANCE NO. 15-12-13

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. P140311, Killona Community Center to increase the contract amount by \$20,172.00.

WHEREAS, Ordinance No. 15-1-5 adopted January 12, 2015, by the St. Charles Parish Council, approved and authorized the execution of a contract with Frickey Brothers Construction, Inc. for Parish Project No. P140311, Killona Community Center in the amount of \$415,209.48; and,

WHEREAS, the increase in contract amount resulted from an addition of a small sewerage grinder and requisite sewer line connections.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No. P140311, Killona Community Center to increase the contract amount by \$20,172.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 14th day of December, 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 9:50 a.m. RECD BY: [Signature]

SECTION 00650
CHANGE ORDER

Project Title: Killona Community Center
 Project Number: P140311
 Contractor: Frickey Brothers Construction, Inc.
 Contract Date: January 12, 2015
 Change Order No.: One (1)

You are directed to make the following change(s) in this Contract. Please attach the itemized cost breakdown and brief description and justification of change(s) below, as required by accordance with La. R.S. 38:2212(A). A Change Order is not valid and binding alteration of the Contract Sum or Contract Time until it has been adopted via ordinance by the St. Charles Parish Council, as described by Subparagraph 7.2.1 of the Supplementary Conditions (Section 00718).

The Original Contract Sum	\$ 415,209.48
Total Changes by Previous Change Order(s)	\$ 0.00
Current Contract Sum	\$ 415,209.48
Contract Sum, will be increased by this Change Order	\$ 20,172.00
New Contract Sum	\$ 435,381.48
The Original Contract Time and Completion Date	300 Days, November 20, 2015
Total Time extended by Previous Change Order(s)	0 Days
Contract Time will be unchanged by this Change Order	0 Days
Revised Contract time and new Contract Completion Date	300 Days, November 20, 2015

RECOMMENDED **ACCEPTED** **APPROVED**

Murny Architects, Inc.
13750 River Road
Distrehan, LA 70047

Frickey Brothers Construction, Inc.
101 Louisiana Street
Parish, LA 70080

St. Charles Parish
Owner

By: [Signature] By: [Signature] By: [Signature]
 Date: 10-2-2015 Date: 10-2-15 Date: 10-20-15

2015-0442
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)
ORDINANCE NO. 15-12-14

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. FEMA-1603-DR-LA-0079, St. Charles Parish Animal Shelter Emergency Stand-by Generator to increase the contract time by fifty-six (56) days.

WHEREAS, Ordinance No. 15-1-3 adopted January 12, 2015, by the St. Charles Parish Council, approved and authorized the execution of a contract with Bossco Construction, Inc. for Parish Project No. FEMA-1603-DR-LA-0079, St. Charles Parish Animal Shelter Emergency Stand-by Generator in the amount of \$328,500.00; and,

WHEREAS, the increase in contract time resulted from water levels of the Mississippi River exceeding the elevation set by the Army Corps of Engineers which requires special permission to penetrate the ground within 1500' of the levee & the orientation of the equipment was manufactured incorrectly by the generator manufacturer requiring the additional construction and installation of an access platform.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No. FEMA-1603-DR-LA-0079, St. Charles Parish Animal Shelter Emergency Stand-by Generator to increase the contract time by fifty-six (56) days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 14th day of December, 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 9:50 a.m. RECD BY: [Signature]

SECTION 00806
CHANGE ORDER No. 1

DATE OF ISSUANCE 10/20/2015 EFFECTIVE DATE 10/20/2015

OWNER: St. Charles Parish
CONTRACTOR: Bossco Construction
Contract: St. Charles Parish Animal Shelter Emergency Stand-by Generator
OWNER'S Contract No. FEMA-1603-DR-LA-0079 **ENGINEER'S Contract No. 1309001**
ENGINEER: Huseman & Associates, LLC.

You are directed to make the following changes in the Contract Documents:

Description:

- Revise the Following Work Item Quantities:
 - Contract Item 1: Contract Completion Date
 The Original Contract Completion date was July 9, 2015. The date of Recommendation for Substantial Completion was September 5, 2015.

Total of Change in Work Items Quantity = (\$0.00)

Reason for Change Order:

- The following are circumstances which extended the Contract Completion Date:
 - Original schedule for driving of piles from the Contractor was 03/02/15 to 03/06/15. River water levels had to be under 11'4" at the Cancellon gauge in order for piles to be driven at the site. River level was high throughout March and was not anticipated to fall through April. In an effort to avoid a more significant delay, the Owner directed the Contractor to pursue a "Letter of No Objection" from Randy Trossclair with the Lafourche Basin Levee District, and perform a survey to verify the distance of the site to the toe of the levee (Attachment 1). This was determined to be 1503', and upon further discussion with Randy Trossclair it was determined that no "Letter of No Objection" would be necessary to proceed with Piling. Request for Permit to drive piles was then submitted during the first week of April. Upon approval of the Permit, piles were driven at the site on 04/01/15 (Attachment 2). This sequence means a 55-59 day difference between the original schedule and the date work could proceed at the site.
 - Per the Notice to Proceed issued 03/09/15, the Contract Completion Date was to be 07/09/15. Final testing of the Generator with Exhaust Fan took place on 09/03/15, after which was submitted the Recommendation for Substantial Completion. This is a total of 56 calendar days beyond the original Contract Completion Date.

Attachments:

- Survey Correspondence
- File Log 1

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$	Original Contract Times: 02/05/15 to 07/09/15 (150 days)
Net Increase (Decrease) from previous Change Orders No. to No.:	Substantial Completion: 45 days from date that Substantial Completion is Approved by the Owner and Filed with Clerk of Court (days or dates)
Contract Price prior to this Change Order:	Net Change from previous Change Orders No. to No.:
Net Increase (Decrease) of this Change Order:	Substantial Completion: 45 days from date that Substantial Completion is Approved by the Owner and Filed with Clerk of Court (days or dates)
Contract Price with all approved Change Orders:	Net Increase (Decrease) of this Change Order: Substantial Completion: 56 calendar days Ready for final payment: 0 (Days) 45 days from date that Substantial Completion is Approved by the Owner and Filed with Clerk of Court (days or dates)
	Contract Times with all approved Change Orders: Substantial Completion: Recommended 09/03/15, Approved and Filed with Clerk of Court. Ready for final payment: 11/21/15 (days or dates)

RECOMMENDED: [Signature] **APPROVED:** [Signature] **ACCEPTED:** [Signature]
 By: [Signature] By: [Signature] By: [Signature]
 ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
 Date: 10/23/2015 Date: 12-17-15 Date: 10/26/15

2015-0443
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 15-12-15

An ordinance to approve and authorize the Parish President to execute a perpetual Right-of-Way and Servitude Agreement on behalf of the Gravity Drainage District # 2 of St. Charles Parish as Grantor, in favor of Maurepas Pipeline, LLC as Grantee, across two (2) separate tracts of land in Section 6, Township 12 South, Range 8 East for the construction of one 12" VGO pipeline. Said tracts are more particularly described as Exhibit "A" and Exhibit "B" in the Right-of-Way and Servitude Agreement attached hereto and made a part hereof, from the Gravity Drainage District #2 of St. Charles Parish, as Grantor, to Maurepas Pipeline, LLC, as Grantee.

WHEREAS, Maurepas Pipeline, LLC, as Grantee, will undertake construction of the pipeline referenced above and will install and maintain said pipeline under the terms and conditions of the Right-of-Way and Servitude Agreement and the requirements of the Parish of St. Charles Department of Public Works Project Permit No. 2015-07 attached to and made a part hereof.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to execute the Right-of-Way and Servitude Agreement attached hereto and made a part hereof, from Gravity Drainage District #2 of St. Charles Parish, Grantor, to Maurepas Pipeline, LLC, Grantee for the purposes stated above.

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 14th day of December, 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 9:50 a.m. RECD BY: [Signature]

STATE OF LOUISIANA Tract No. LA-SG-332.02 & LA-SG-332.03
 PARISH OF ST. CHARLES

RIGHT-OF-WAY AND SERVITUDE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy of which consideration are hereby acknowledged, GRAVITY DRAINAGE DISTRICT #2 OF ST. CHARLES PARISH, herein represented by V. J. St. Pierre, Jr., its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana 70057, and pursuant to Ordinance No. 15-12-15, adopted by St. Charles Parish Council on December 14, 2015, a copy of which is attached hereto and made a part hereof, ("Grantor"), does hereby grant and convey unto MAUREPAS PIPELINE, LLC, a Delaware Limited Liability Company, with offices at 3030 NW Expressway, Suite 1100, Oklahoma City, Oklahoma 73112, ("Grantee"), its successors and assigns, a right-of-way and servitude being ten feet (10') in width respectively, with the location of the centerline of said right-of-way and servitude as depicted on Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (the "Servitude") to survey, lay, construct, maintain, use, alter, inspect, operate, repair, replace, and remove one or more pipelines, and related appurtenances, for the transportation of oil, natural gas, other gases, water, liquids, or hydrocarbons together with such markers, signs, vents, cathodic protection leads, test stations, and other associated or necessary appurtenances, as deemed necessary or desirable by Grantee, upon, over, through and under lands situated in St. Charles Parish, Louisiana, to wit:

That certain tract or parcel of land situated in Section 6, Township 12 South, Range 8 East, St. Charles Parish, Louisiana, designated as a 40 foot strip of land along side of Good Hope Subdivision, and being more particularly described in that certain Donation of Separate Property, dated June 30, 1961, recorded in Conveyance Book 31, Page 90, Entry Number 21641 of the Conveyance Records for St. Charles Parish, Louisiana.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns subject to the

following terms and conditions:

A) Grantor and Grantee agree:

(1) that Grantee shall pay for any damage to fences, crops or timber, that may result from Grantee's exercise of any of the rights and privileges hereby granted; but after the pipeline(s) has been constructed, Grantee shall not thereafter be liable for any damages resulting from trimming, removing or mowing trees, brush, or undergrowth from or within the Servitude and shall not be liable for any damage to personal property or improvements which are prohibited within the Servitude under the terms of this Right-of-Way and Servitude Agreement ("Agreement"); and

(2) that, if the above described lands are under mortgage, the recited consideration, or any part thereof, may be made jointly to Grantor and the mortgagee(s) of record.

B) In addition to and in furtherance of the rights stated above, Grantee has the right:

(1) of ingress to and egress from the Servitude, as defined above, and the temporary right-of-way workspace, as defined below, in order to effect Grantee's rights granted by this Agreement, at will of Grantee; and

(2) from time to time to mow and otherwise clear and maintain the Servitude and right-of-way area and to cut and remove all trees, undergrowth and other obstructions that may injure, endanger, or interfere with the rights of Grantee hereunder; and

(3) subject to all of the provisions of this instrument, to use any and all roads now existing or which may hereafter be constructed on the above described land, provided, however, that if Grantee uses existing roads, Grantee will, except for normal wear and tear, repair any damage done thereto by Grantee; and

(4) to use temporary right-of-way workspace during construction of the pipeline(s) or associated facilities as depicted on Exhibit "A", attached hereto. This temporary right-of-way workspace shall terminate three hundred sixty-five (365) days, unless extended by Force Majeure, from the date pipe stringing begins on Grantor's property.

Except as may be specifically otherwise provided in this Agreement, neither party shall be liable for delays in performance or for non-performance directly occasioned or caused by force majeure. The term "Force Majeure," as used in this Agreement, shall mean causes beyond the reasonable control of the party claiming to be affected thereby, including, without limitation, acts of God, storms, war, fire, strikes, lockouts or differences with workers, acts of the public enemy, insurrections, riots, tropical disturbances which are given names by the United States National Hurricane Center, breakage of or damage to machinery or lines of pipe, inability to obtain easements, servitudes or rights of way or pipeline tie-ins, adverse market conditions, or rules or regulations of any governmental authority asserting jurisdiction or control, compliance with which makes continuance of operations impossible. Additionally, should conditions at the Servitude, in the reasonable opinion of Grantee, become such that a continuation of operations would be unduly hazardous, Grantee may suspend operations and such suspension shall be considered a Force Majeure event.

C) Grantee must:

(1) bury the pipeline(s), excluding appurtenant facilities that are customarily located above grade, at a minimum depth of thirty six (36) inches except in areas of consolidated rock where the minimum depth will be eighteen (18) inches; and

(2) GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, OR LOSSES BECAUSE OF INJURY OR DAMAGE TO THIRD PARTIES CAUSED BY THE GRANTEE'S ACTIVITIES ON OR USE OF GRANTOR'S LANDS. NOTWITHSTANDING ANYTHING HERETO TO THE CONTRARY, THIS INDEMNITY IS NOT INTENDED TO AND DOES NOT PROVIDE FOR INDEMNIFICATION ARISING FROM OR CAUSED BY GRANTOR'S NEGLIGENCE OR WILLFUL MISCONDUCT. SPECIFICALLY EXCLUDED FROM THE FOREGOING INDEMNITY IS ANY CLAIM FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY CLAIM FOR THE DISCOVERY OF ADVERSE ENVIRONMENTAL CONDITIONS NOT CAUSED BY GRANTEE.

D) Grantor:

(1) may fully use and enjoy the above described lands encumbered by this Servitude, except that such use and enjoyment shall not create hazardous situations, hinder, conflict or interfere with the exercise of Grantee's rights hereunder; but

(2) may not construct, nor permit others to construct, any house, building, or other structure or obstructions on or over this Servitude without the prior written consent of the Grantee; or

(3) may not impound water or other substance; or

(4) may not make any other use of the above described lands which will unreasonably interfere with the rights conveyed to the Grantee herein.

(5) hereby warrants and agrees to defend title to the land on which this Servitude is given.

E) The rights of the parties created in this Agreement constitute covenants running with the land and are binding upon and inure to the benefit of Grantor and Grantee, respectively, and their respective heirs, executors, administrators, successors, and assigns. Grantee may assign or transfer this Agreement in whole or in part, to one or more assignees.

F) It is distinctly understood and agreed that this does not constitute a conveyance of any part of the land above described nor of the minerals therein and thereunder, but grants only the right-of-way and servitude as above provided.

G) It is understood and agreed that Grantee shall be entitled to exercise any of the rights granted hereunder at any time and from time to time for so long as this Agreement remains in force and effect and the non-exercise of any such rights shall not be deemed to constitute a waiver of any of such rights.

H) This Agreement may be executed by signing the original or a counterpart thereof. If this instrument is executed in counterparts, all counterparts taken together shall have the same effect as if all parties had signed the same Agreement. This Agreement shall be binding upon each party executing the original or any counterpart thereof, regardless of whether all parties with an ownership interest in the above described lands join in the execution of this instrument.

I) This agreement shall be construed in accordance with and governed by the laws of the State of Louisiana, without regard to its conflict of law's provisions. This Agreement may not be modified orally, but only by an agreement in writing signed by the parties.

J) In case any provision in this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired thereby.

***** Remainder of this page intentionally left blank *****

IN WITNESS WHEREOF, GRANTOR has executed this Right of Way and Servitude Agreement this 17th day of December, 2015.

WITNESSES: GRANTOR: GRAVITY DRAINAGE DISTRICT #2 OF ST. CHARLES PARISH BY: V.J. ST. PIERRE, JR.

STATE OF LOUISIANA PARISH OF ST. CHARLES On this 17th day of December, 2015, before me personally appeared V.J. St. Pierre, Jr., who, being by me duly sworn, stated under oath that he/she was one of the subscribing witnesses to the foregoing instrument and that the same was signed by V. J. ST. PIERRE, JR., PARISH PRESIDENT and that the foregoing instrument was signed in his/her presence and in the presence of the other subscribing witness:

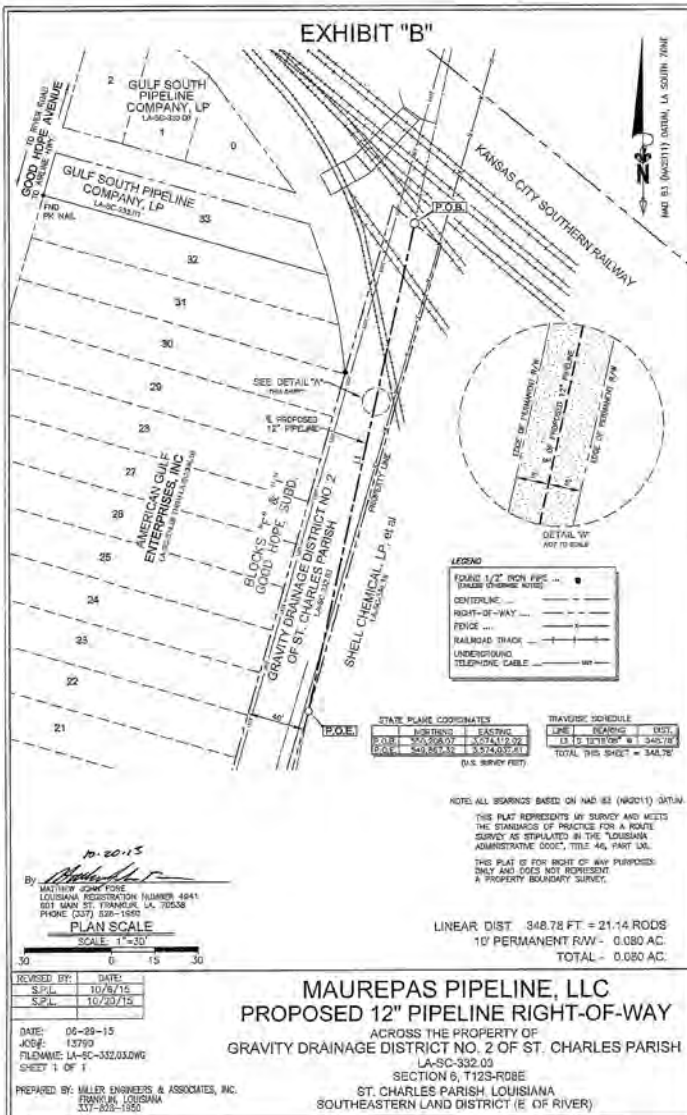
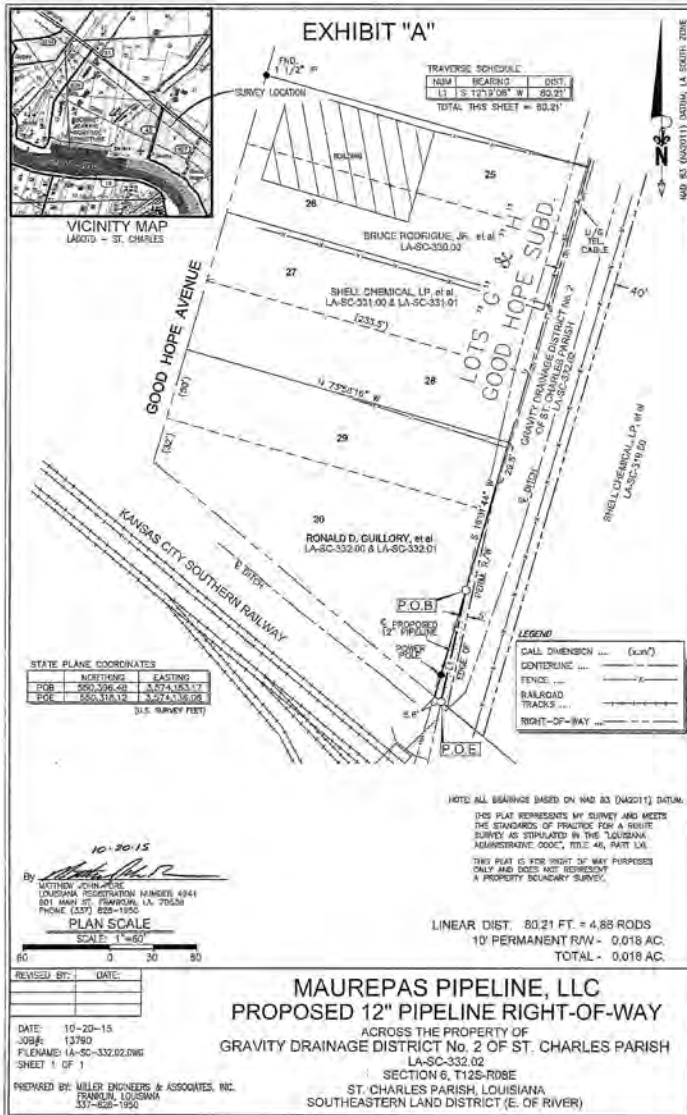
Notary Public, State of Louisiana Printed Name: Paula Grimes-Heath Notary ID No.: 12004014 My Commission Expires: 12/31/16

IN WITNESS WHEREOF, GRANTEE has executed this Right of Way and Servitude Agreement this 11th day of November, 2015.

WITNESSES: GRANTEE: MAUREPAS PIPELINE, LLC By: MAUREPAS HOLDING, LLC, Its sole member By: SemDevelopment, L.L.C. BY: ALLAN L DYE DIRECTOR LAND SERVICES

COUNTY OF OKLAHOMA On this 11th day of November, 2015, before me, Notary, personally came and appeared ALLAN L. DYE, to me known, who, being by me first duly sworn, did say that he is the DIRECTOR LAND SERVICES of MAUREPAS PIPELINE, L.L.C. and that the foregoing instrument was signed on behalf of said limited liability company by its DIRECTOR LAND SERVICES and that he/she acknowledged this instrument to be the free act and deed of said limited liability company.

LYNNSA DUNE Notary Public, State of Oklahoma Commission # 12004014 My Commission Expires: 04/24/2016



2015-0445 INTRODUCED BY: WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III ORDINANCE NO. 15-12-16 An ordinance to provide for the installation of an additional "ALL-WAY STOP" sign at the intersection of Oakley Drive and Longview Drive in Destrehan. WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 15 Motor Vehicles and Traffic provides for the installation of traffic control signs; and, WHEREAS, it is the desire of the Parish Council to authorize the installation of an additional "ALL-WAY STOP" sign at the intersection of Oakley Drive and Longview Drive in Destrehan. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That there is hereby established an additional "ALL-WAY STOP" sign at the intersection of Oakley Drive and Longview Drive in Destrehan. SECTION II. That the Department of Public Works is hereby authorized to erect and maintain said "ALL-WAY STOP" sign. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: LEWIS, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-FERRIER NAYS: NONE ABSENT: SCHEXNAYDRE And the ordinance was declared adopted this 14th day of December, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: DLVD/PARISH PRESIDENT: APPROVED: DISAPPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: 9:50 a.m. RECD BY:

2015-0446 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS) ORDINANCE NO. 15-12-17 An ordinance approving and authorizing the execution of a Memorandum of Understanding and Donation by and between St. Charles Parish and Bunge North America, Inc.(Bunge). WHEREAS, James Drive West is a public street that services Bunge and residents employed by Bunge in Destrehan; and, WHEREAS, James Drive West is in need of resurfacing maintenance beyond that required by the Parish; and, WHEREAS, Bunge has agreed to pay the additional costs as shown in the Memorandum of Understanding and Donation referenced above and 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 Memorandum of Understanding and Donation 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-FERRIER NAYS: NONE ABSENT: SCHEXNAYDRE And the ordinance was declared adopted this 14th day of December, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: SECRETARY: DLVD/PARISH PRESIDENT: APPROVED: DISAPPROVED: PARISH PRESIDENT: RETD/SECRETARY: AT: 5:00 p.m. RECD BY:

MEMORANDUM OF UNDERSTANDING UNITED STATES OF AMERICA AND DONATION STATE OF LOUISIANA BY ST. CHARLES PARISH PARISH OF ST. CHARLES BUNGE NORTH AMERICA, INC.

MEMORANDUM OF UNDERSTANDING This Memorandum of Understanding is entered into this day of December, 2015, by and between the Parish of St. Charles, State of Louisiana (the "Parish"), acting by and through V. J. St. Pierre, Jr., the Parish President, duly authorized pursuant to Ordinance No. 15-12-17, adopted by the St. Charles Parish Council on the 4th day of December, 2015, and Bunge North America, Inc. (the "Company"), a New York Corporation, acting by and through its duly authorized.

WHEREAS, the Parish owns that certain public street known as James Drive West, in Destrehan, St. Charles Parish, Louisiana;

WHEREAS, James Drive West is in need of road maintenance; and

WHEREAS, the Company has requested that said street be resurfaced beyond that required by the Parish;

WHEREAS, the Company and the Parish have reached certain understandings that constitute expected terms and conditions that will allow the street to be upgraded beyond the scope of the Parish's usual road maintenance program;

WHEREAS, for the purpose of setting forth the understanding of the parties with respect to responsibility, the Company and the Parish desire to enter into this Memorandum of Understanding;

NOW THEREFORE, the Parish and the Company hereby enter into this Memorandum of Understanding to outline the understanding of the parties hereto with respect to the repairs on James Drive West.

THE PROJECT

The repair and additional overlay of that certain street known as James Drive West.

UNDERSTANDING OF THE PARTIES

- 1. The Parish will grind two inches (2") of overlay asphalt on the entire length of James Drive West, and would normally resurface with two inches (2") overlay.
2. Due to the nature of traffic and the wear and tear of the surface of the roadway the Parish agrees to grind two inches (2") overlay asphalt and will overlay with six inches (6") of asphalt.
3. The Company has agreed to donate Sixty Thousand and No/100ths Dollars (\$60,000.00) to the total costs of Eighty-Six Thousand Seven Hundred Ninety and 86/100ths Dollars (\$86,790.86) for the increase of four inches (4") to the depth of the surface of the roadway.
4. In the event any provision of this Memorandum of Understanding is determined to be invalid or unenforceable, such invalid provision shall thereafter be deemed amended as necessary to be enforceable under applicable law to the extent possible to achieve the intentions of the parties, and in such event any other provisions of this Memorandum of Understanding shall not be affected thereby.

DONATION OF FUNDS

The Parish hereby accepts and acknowledges receipt of the donation of Sixty Thousand and no/100ths dollars (\$60,000.00) from the Company representing payment for the difference of four inches (4") in the depth of the asphalt overlay to James Drive West.

Executed and agreed to on the dates hereinafter set forth.

PARISH OF ST. CHARLES, STATE OF LOUISIANA

BY: Parish President TITLE: DATE: 12-17-15

BUNGE NORTH AMERICA, INC.

BY: TITLE: DATE:

2015-0447 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING) ORDINANCE NO. 15-12-18

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix A, Section VI, Zoning District Criteria and Regulations, by adding Section K, Paul Maillard Road Overlay Zone. WHEREAS, the Paul Maillard Road corridor is a 2.5 mile road with a rich history, that has suffered decline and disinvestment; and, WHEREAS, land use zoning along the corridor has not encouraged reinvestment; and, WHEREAS, the Future Land Use Map for St. Charles Parish adopted June 2011 recommends a new land use concept for Paul Maillard Road as a "mixed use corridor/Activity Center; and, WHEREAS, the Paul Maillard Road Revitalization Plan, adopted December 1, 2014, recommends that the Parish adopt a means to improve the quality and design of development (land use action step 2.1); and, WHEREAS, community leaders requested that zoning on the corridor be "open" so that the distinctions between the commercial zoning districts CR-1, C-1, C-2, and C-3 be minimized in order to encourage redevelopment; and, WHEREAS, the Planning and Zoning Department has developed guidelines that implement the Parish's adopted redevelopment plans; and, WHEREAS, the St. Charles Parish Planning and Zoning Commission voted unanimously to recommend approval of the overlay zone at its meeting of November 5, 2015. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. St. Charles Parish Code of Ordinances, Section VI, Zoning District Criteria and Regulations, by adding Section K, Paul Maillard Road Overlay Zone Paul Maillard Revitalization Overlay District Code

- 1. General 1.1. Purpose The purpose of the overlay district is to facilitate the development of a sustainable and resilient mixed use corridor that will function as the main street and center of luring and Bourke, and provide a healthy structural and economic backbone for the surrounding community. The regulations provide a mechanism for the Parish to ensure sound and orderly development and redevelopment, and are intended to improve the surrounding community, spur economic development, reduce blight and underutilization, increase property values, and improve walkability and bikability. 1.2. District Limits The Paul Maillard Revitalization Overlay District (PMROD) includes all lots abutting Paul Maillard Road between River Road and State Route 631, as shown on Figure 1.1.



- 1.3. Zones 1.3.1. Purpose The purpose of Zone A is to provide locations for neighborhood scale mixed use development. The regulations support the establishment of residential development as well as both small and medium scale local businesses, and call for a physical environment that encourages walking and biking and invites visitors to linger. The purpose of Zone B is to provide locations for a vibrant and sustainable town center for luring and the surrounding area. Mixed use development, including a wide range of commercial and residential development types and scales, will attract businesses, residents, employees, and visitors. The physical environment would be designed to accommodate the needs of all users of this area, including vehicular travelers, pedestrians, and bicyclists. 1.3.2. Zone Limits A. Zone A includes all lots abutting Paul Maillard Road between River Road and 4th Street. B. Zone B includes all lots abutting Paul Maillard Road between 4th Street and State Route 631, as shown in Figure 1.2



- 1.4. Applicability 1.4.1. Overlay District Development standards shall apply when any of the following occurs: A. A new principal building is constructed. B. A new building, building addition, or accessory building is constructed on an existing site that expands the gross floor area of the site by thirty percent (30%) or more. C. A Change of Use from a residential use to a non-residential use is requested. 1.4.2. Exemptions A. The Paul Maillard Overlay District shall not apply to one-family and two-family residential uses. 1. This exemption shall not be interpreted to permit mobile homes, trailers, or RVs in the District B. Structures in one-family and two-family residential use within commercial zoning districts are not required to comply with District regulations. C. One-family and two-family residential structures are allowed, but not required, to comply with setbacks and building design standards set forth in Sections 3.2 and 3.3. 1.4.3. Waivers and Exemptions Should the Director discover that specific aspects of the submitted site plan fail to conform to the regulations of the District, he may choose to forward the proposal for formal consideration by the Planning Commission if the literal enforcement of one or more provisions of the District (i) is impossible, or (ii) will exact undue hardship because of peculiar conditions pertaining to the land or building in question. Financial hardships shall not be considered as the only criteria for any such waiver or modification of existing regulations. Any site plan which contains a request for a waiver or modification of any District regulation shall contain a specific reference to the request and state the reasons that the request be granted. The Planning Commission may grant a waiver or modification of these regulations only when such requests meet the conditions of this subsection (i, ii) and are not detrimental to the public interest.

- 1.5. Conflicts Where this overlay zone conflicts with or exceeds requirements of the Zoning Ordinance of 1981, the overlay zone supersedes. 2. Use Regulations 2.1. Permitted Uses A. All uses permitted by right in the underlying zoning district, except uses prohibited under Section 2.2. Prohibited Uses, are permitted. B. All commercial uses and residential uses, whether or not permitted in the underlying zoning district, except uses prohibited under Section 2.2. Prohibited Uses, are permitted. 2.2. Prohibited Uses The following uses are prohibited within the entire overlay district. A. Mobile homes and trailers B. Outdoor storage as primary use

3. Development Standards

3.1. General

3.1.1. Development Plan and Design Review
Development projects must follow the St. Charles Parish plan review process.

3.1.2. Development Goals

- The PMROD is intended to direct development in the district to meet the following goals:
- A. Development shall promote safe, convenient, and attractive pedestrian and bicycle access.
 - B. Development shall ensure compatibility between commercial uses and surrounding residential areas.
 - C. Design shall be compatible in scale, materials, street level uses, and spatial relationships with existing development.
 - D. Compact neighborhood centers shall be created at major intersections to the extent possible in order to support transit, facilitate walkability and improve economic sustainability of neighborhood businesses.
 - E. Street façades shall include variations in setbacks, fenestration, textures, colors, and/or materials resulting in no blank walls along the street.
 - F. All sides and areas of structures visible to the public shall be treated with materials, finishes, and architectural details appropriate to primary street-facing façades.

Table 3.1: Building Standards

BUILDING STANDARDS		
ZONE	Zone A	Zone B
Building Coverage (max)	65%	75%
Building Footprint (max)	7,500 SF	n/a
Setback front (min)	5'	10'
Build-To Line front	25'	45'
Setback side, street (min)	10'	10'
Setback side, interior (min)	no setback required abutting lots in commercial uses; 5' abutting lots in residential use	no setback required abutting lots in commercial uses; 5' abutting lots in residential use
Setback Rear	no setback required abutting lots in non-residential uses; 5' abutting lots in residential use	no setback required abutting lots in non-residential uses; 10' abutting lots in residential use
Stories (max)	Mixed-Use: 3; Other uses: 2;	Mixed-Use: 4; Other uses: 2;
Height (max)	Mixed-Use: 48' Other uses: 35'	Mixed-Use: 60' Other uses: 35'

Figure 3.1: Building Coverage

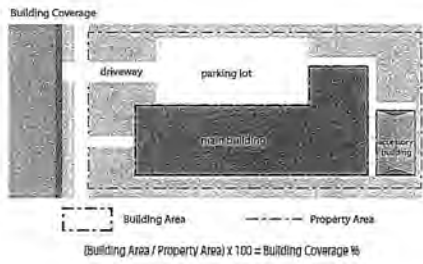


Figure 3.2: Zone A Structure Height

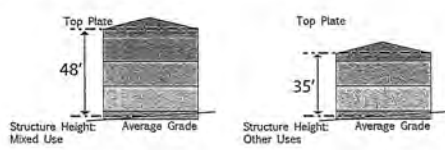


Figure 3.3: Zone A Setbacks

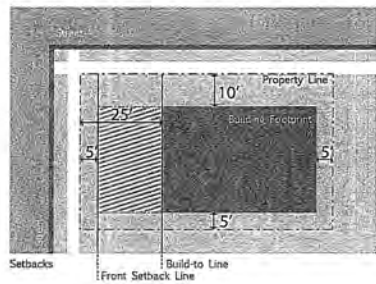


Figure 3.4: Zone B Structure Height

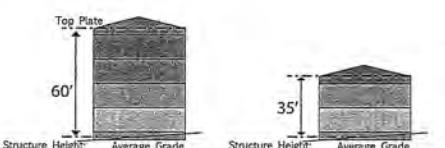
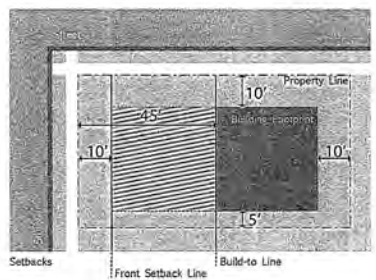


Figure 3.5: Zone B Setbacks



3.2. Dimensional Standards

3.2.1. Lot Size

Lot sizes as specified in the underlying zoning district regulations apply.

3.2.2. Setbacks

- A. All setback requirements are measured from the edge of the corresponding property line.
- B. The following permanent elements are allowed and encouraged to extend into any required setback.
 - i. Outdoor dining, benches, trash receptacles, public art, water features, bicycle racks, bollards, planters and other street furniture, pedestrian lighting, landscaping, sidewalk, trees, tree grates and planters may encroach into any required setback.
 - ii. Building elements such as porches, stoops, balconies, awnings, galleries, bay windows, unenclosed fire escapes, stairways, patios, decks, and terraces may extend into a required setback if in compliance with the regulations set forth in Section 3.2.3: Building Design Standards
 - iii. Chimneys, flues or smokestacks, building eaves or roof overhangs, cornices, belt courses, sills, buttresses, or other similar architectural features may encroach a maximum of two (2) feet.
 - iv. Minor structures accessory to utility lines (such as hydrants, manholes, and transformers and other cabinet structures), mechanical equipment associated with residential uses, such as HVAC units and security lighting and solar and wind energy systems may extend into any required setback.

3.2.3. Build-To Line

- A. The build-to line is the line measured from the property line up to which most of the building facade must meet. The primary street and side street build-to lines are measured as a maximum setback from the edge of the property line. Building facades can be closer to the street than the build-to line indicates, but must follow setback requirements.
- B. On corner lots, a building facade must be placed at the build-to line or between the build-to line and setback for at least the first thirty (30) feet along the street(s) extending from the block corner.

3.2.4. Structure Height

- A. Structure height is measured in both number of stories and feet from the average grade to the top plate.
- B. Average grade is determined by calculating the average of the highest and lowest elevation along natural or improved grade (whichever is more restrictive) along the front of the building parallel to the setback line. (See Fig. 3.2: Zone A Structure Height and Fig. 3.4: Zone B Structure Height)

3.2.5. Building Standards Table

Development shall comply with dimensional standards listed in the Building Standards Table 3.1.

3.3. Building Design Standards

3.3.1. Building Elements

- A. Buildings should be designed with porches, stoops, balconies, galleries, awnings, canopies, and other weather protection devices, all of which are allowed and encouraged.
- B. Stoops, not including steps, may extend a minimum of three (3) feet from the building and are a maximum of six (6) feet wide. (See Figure 3.5: Stoops)

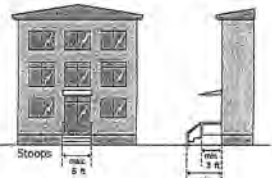


Figure 3.5: Stoops

- C. Porches, not including steps, must provide a clear depth of at least six (6) feet from the building's facade, and extend across a minimum of fifty (50) percent of the width of the building facade. (See Figure 3.6: Porches)

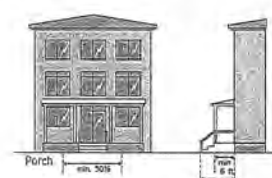


Figure 3.6: Porches

- D. Awnings, light shelves, galleries, balconies, and arcades may extend a maximum six (6) feet from the building front with a ten (10) foot minimum height. (See Figure 3.7: Awnings)

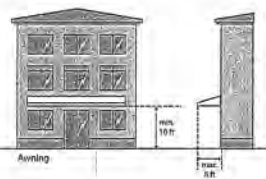


Figure 3.7: Awnings

- E. Galleries must provide a clear depth from the support columns to the building's facade of at least eight (8) feet and a clear height above the sidewalk of at least ten (10) feet and must extend across at least fifty (50) percent of the width of the building facade. (See Figure 3.9: Galleries)

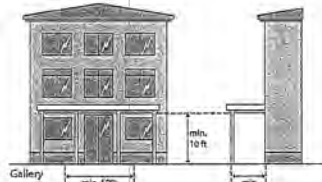


Figure 3.9: Galleries

- F. Double galleries must provide a clear depth from the support columns to the building's facade of at least eight (8) feet and a clear height above the sidewalk of at least ten (10) feet and must extend across at least fifty (50) percent of the width of the building facade. (See Figure 3.10: Double Galleries)

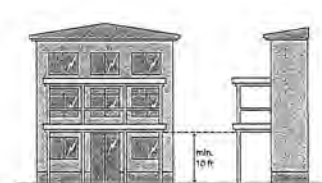


Figure 3.10: Double Galleries

- G. All building elements must remain within the property line, unless special permission is granted by the Planning and Zoning Director for awnings, light shelves, arcades, galleries, and double galleries to encroach upon the public right-of-way.

3.3.2. Entrance

- A. Pedestrian and main entrances shall be located on Paul Maillard Road. Additional entrances off another street, pedestrian area or internal parking area are allowed.
- B. An angled entrance may be provided at either corner of a building along the street to meet the street entrance requirements, provided any applicable entrance spacing requirements are met.
- C. A minimum of fifty (50) percent of the main entrance must be transparent.
- D. A required fire exit door with no transparency may front on a primary, side, or service street.
- E. Adjacent commercial properties are encouraged to share driveway(s) to minimize curb cuts on Paul Maillard.

3.3.3. Façade

- A. The facade along the ground floor fronting Paul Maillard Road at an average of at least every thirty-five (35) feet shall change visually in height, setback, materials, or colors along the axis facing the street.
- B. A minimum of fifty (50) percent of ground floor level of the building facades facing the street shall be comprised of doors or transparent windows that allow views into the ground floor. Non-reflective opaque glass and darkly tinted glass are prohibited, except for development zoned M1 in the St. Charles Parish Zoning Ordinance of 1981. Ground floor transparency (windows and doors) is measured between two (2) and twelve (12) feet above the adjacent sidewalk. (See Figure 3.4: Transparency)
- C. The Planning and Zoning Director may adjust requirements for openings for buildings elevated to meet or exceed base flood elevation (BFE) by the minimum amount needed to accommodate BFE.

3.3.4. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.5. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.6. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.7. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.8. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.9. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.10. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.11. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.12. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.13. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.14. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.15. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.16. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.17. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.18. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.19. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.20. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.21. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.22. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.23. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.24. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.25. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.26. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.27. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.28. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.29. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.30. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.31. Transparency

$$\frac{\text{Transparency Area}}{\text{Total Façade Area}} \times 100 = \text{Transparency \%}$$

Figure 3.4: Transparency

3.3.32. Façade Materials

- A. Each building facade visible from the street, excluding window and door area, shall be clad in one or a combination of the following materials.
 - i. Brick
 - ii. Stone
 - iii. Stucco
 - iv. Textured masonry
 - v. Wood
 - vi. Architectural pre-cast concrete
 - vii. Other materials upon approval of Planning and Zoning Director
- B. The following building materials are prohibited for building facades:
 - i. Plain concrete block
 - ii. Exposed aggregate (rough finish) concrete wall panels
 - iii. Corrugated metal and metal with exposed fasteners
 - iv. Vinyl
 - v. Plastic
- C. This requirement shall apply to each façade on a building as illustrated in Figure 3.11.

3.3.33. Transparency

C. For freestanding signs, height is calculated as the vertical distance measured from the grade of the site where the sign is to be installed or the grade of the roadway, whichever is greater to the highest point of the sign. Grade is considered the lower of the existing grade prior to construction or the newly established grade after construction.

6.4. Murals

Upon approval of the Planning and Zoning Director, murals may be allowed on building walls and masonry fences or structures subject to the following criteria:
A. Any portion of a painted or applied sign containing advertising, commercial messages, or logos shall not be considered a mural but a wall sign.
B. The area of a mural shall not be included in the computation of total sign area.
C. A mural shall not extend more than six (6) inches from the surface on which it is applied, shall not extend beyond the height of the structure on which it is applied, and shall not include moving or protruding elements.
D. Murals must be applied in a durable material or paint finish that can withstand five (5) years of regular wear and weathering.

6.5. Bulletin Boards

Bulletin boards limited to twelve (12) square feet in area or less are allowed on public, charitable, or religious institutions.

6.6. Prohibited Signs

All other sign types, including, but not limited to, off-premise advertising signs and projector, animated, or electronic variable message signs are prohibited.

6.7. Illumination

A. A wall, projecting, hanging, or window sign may be illuminated internally.
B. All signs may be illuminated externally except that a sign shall not be illuminated both internally and externally.
C. Illumination shall not be aimed, directed or reflected, focused, or mounted to cause direct light from the luminaires to be directed toward residential uses or adjoining uses, or to create up light, spill light, or glare perceptible to persons operating motor vehicles on public ways.
D. Illumination of the sign face shall not exceed fifty (50) lumens per square foot and flashing, blinking, or scintillating lights are prohibited.

6.8. Abandoned Signs

A. An abandoned sign is one in which the business has moved or changed name or type of business such that the sign information is no longer relevant.
B. The entire structure must be removed within six (6) months of being abandoned.
C. The face of the sign must be removed or covered within one (1) month after termination of the use.

6.9. Non-conforming Signs

A. Where a sign is nonconforming, the sign and its supporting structure shall be removed or otherwise modified to conform to the provisions of this section by December 14, 2018, or within eight (8) years after its initial construction, whichever is later.
B. Prior to December 14, 2018, or the end of the eight (8) year period as defined in paragraph 'A', the owner of a nonconforming sign other than a freestanding sign may submit a written request to the St. Charles Planning and Zoning Commission for an extension of eight (8) months, August 14, 2019, to come into compliance with the provisions of this Title. The written request must explain how the nonconformities will be resolved within the extension period.

7. Outdoor Lighting

A. Outdoor illumination of any building, seating area, plaza, courtyard, planting, or similar purpose shall not be aimed, directed or reflected, focused, or mounted to cause direct light from the luminaires to be directed toward residential uses, or to create up light, spill light, or glare perceptible to persons operating motor vehicles on public ways.
B. The installation of any mercury-vapor fixture or lamp for use as outdoor lighting is prohibited.

8. Use Standards

A residential use is subject to the following limitations: The conversion to residential use of the upper floors or a ground floor portion of a non-residential building meeting the standards of this section shall comply with the minimum unit size standards of eight-hundred fifty (850) square feet per dwelling unit.

9. Development Credits

9.1 Any development within the PMOD that invests in the following improvements according to the adopted St. Charles Parish Paul Mallard Road Complete Streets Plan are eligible for development credits as described below.

- A. Contributing to a Parish fund to reconstruct drainage ditches along Paul Mallard Road into covered drainage pipes
B. Planting street trees within the right-of-way on the condition that the species, sizes, and locations are approved by the Planning and Zoning Director with no objection from LADOTD or St. Charles Parish Public Works Director (whichever applies)
C. Contributing to a Parish fund to plant street trees within the right-of-way
D. Constructing sidewalks within the right-of-way according to Parish standards and with no objection from LADOTD or St. Charles Parish Public Works Director (whichever applies)
E. Contributing to a Parish fund to construct sidewalks within the right-of-way

9.2 Development Credits

- A. Reduced parking requirements up to 15%
B. Increased building square footage up to 15%
C. Reduced frontage transparency by 5%
D. Signage area increased by 15%

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 14th day of December, 2016, 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 9:50a RECD BY: [Signature]

2015-0450
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)
ORDINANCE NO. 15-12-19

An ordinance approving and authorizing the execution of Change Order No. 1 (final) for the Renovations to the 3rd floor of the Courthouse Project to add ninety-two (92) additional days to the contract and increase the contract amount by \$53,230.10.

WHEREAS, Ordinance No. 14-9-6 adopted September 2, 2014 by the St. Charles Parish Council awarded construction of the Renovations to the 3rd floor of the Courthouse, St. Charles Parish Project #P080402 to BATTOCO Construction & Maintenance Inc; and,
WHEREAS, additional work in the amount of \$53,230.10 was necessary to ensure proper modernization was realized in the areas formerly housing the jail and time delays associated with such work and courthouse scheduling necessitates the additional ninety-two (92) days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (final) for the Renovations to the 3rd floor of the Courthouse Project to add ninety-two (92) additional days to the contract, and increase the contract amount by \$53,230.10 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 14th day of December, 2015, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED:
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT 9:50a RECD BY: [Signature]

AIA Document G701™ - 2001
Change Order

Table with columns: PROJECT (Name and address), CHANGE ORDER NUMBER, OWNER, DATE, ARCHITECT, CONTRACTOR, FIELD, OTHER. Includes project details for St. Charles Parish Courthouse.

TO CONTRACTOR (Name and address): Basso Construction & Maintenance, Inc. CONTRACT DATE: September 15, 2014. CONTRACT FOR: General Construction.

THE CONTRACT IS CHANGED AS FOLLOWS: (Check, where applicable, any undesignated amount attributable to previously executed Construction Change Directives)

Table with columns: CONTINGENCY WORK (Time only is added), CREDIT (Remaining Contingency Amount), CHANGES (Cost only included). Lists various construction items and their costs.

The original Contract Sum was \$ 4,075,000.00. The net change by previously authorized Change Orders was \$ 0.00. The Contract Sum prior to this Change Order was \$ 4,075,000.00. The Contract Sum will be increased by this Change Order in the amount of \$ 53,230.10. The new Contract Sum including this Change Order will be \$ 4,128,230.10.

The Contract Time will be increased by Ninety-Two (92) days. The date of Substantial Completion as of the date of this Change Order therefore is October 20, 2015.

NOTE: This Change Order does not include changes to the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directives and the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to incorporate the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Signed by: St. Charles Parish, Basso Construction & Maintenance, Inc., and Architect. Includes names and dates of signatories.

2015-0461
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)
RESOLUTION NO. 6198

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0073539 AI39862 - Destrehan Wastewater Treatment Plant, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,
WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

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

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

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

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

And the resolution was declared adopted this 14th day of December, 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 9:50a RECD BY: [Signature]

2015-0461
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF WASTEWATER)
RESOLUTION NO. 6198

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0073539 AI39862 - Destrehan Wastewater Treatment Plant, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,
WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

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

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

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

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

And the resolution was declared adopted this 14th day of December, 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 9:50a RECD BY: [Signature]

2015-0464
INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)
RESOLUTION NO. 6199

A resolution authorizing the St. Charles Parish President to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC).

WHEREAS, the Department of Community Services avails itself of every opportunity to provide for the needs of Parish citizens; and,
WHEREAS, the Louisiana Housing Corporation (LHC), encourages local government participation in its ongoing activities through the Low Income Home Energy Assistance Program (LIHEAP); and,

WHEREAS, local residents will benefit by having assistance available to help with their home energy costs.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the St. Charles Parish President to sign annual applications for the Low Income Home Energy Assistance Program (LIHEAP) Contract with the Louisiana Housing Corporation (LHC).

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: SCHEXNAYDRE

And the resolution was declared adopted this 14th day of December, 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 9:50a RECD BY: [Signature]

LOUISIANA HOUSING CORPORATION
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) AGREEMENT
with
ST. CHARLES PARISH DEPARTMENT OF COMMUNITY SERVICES

THIS AGREEMENT (the "Agreement") is entered into between the LOUISIANA HOUSING CORPORATION (the "Corporation" or "LHC"), a public body corporate and politic constituting an instrumentality of the State of Louisiana, with its principal place of business located at 2415 Quail Drive, Baton Rouge, Louisiana 70808, and the St. Charles Parish Department of Community Services ("Contractor") with its principal place of business at P. O. Box 169, New Sarpy, LA 70078.

In consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the sufficiency of which is acknowledged by the parties hereto, the Corporation and the Contractor agree as follows:

I. CONTRACTOR'S SCOPE OF WORK AND OBLIGATIONS

A. Scope of Work

- 1. Contractor shall be responsible for the implementation of the provision of Low-Income Home Energy Assistance Program ("LIHEAP") assistance to eligible participants residing in the State of Louisiana, pursuant to Title 42 of the United States Code (USC) Section 8621 et seq. (the Low-Income Home Energy Assistance Act of 1981, as amended) and the LHC Act.
2. The Contractor shall perform all obligations under the Agreement, and provide all services, materials, equipment, supplies, facilities and professional and technical personnel, needed to carry out all Contractor obligations under the Agreement, in accordance with sound management practices, federal statutes, LHC regulations and requirements and this Agreement.
3. Unless otherwise specified in the LHC's LIHEAP State Plan or elsewhere in this Agreement, Contractor shall ensure that services and activities are made available to the low-income community throughout the State of Louisiana throughout the entire term of this Agreement. Contractor shall ensure that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, and that the services and activities funded by this Agreement shall also meet all other assurances specified at 42 U.S.C. §8624, et seq.
4. In accordance with Attachment A (Allocation Charts), attached hereto and incorporated herein by reference, the following services shall be provided by the Contractor under this Agreement: conducting outreach activities, intake of applications, determining eligibility for crisis and/or non-crisis services, providing active energy conservation education where indicated in the LIHEAP Service Delivery Guide and adhering to performance and reporting requirements.

B. When applicable, Contractor shall provide copies of any sub-contracts to the LHC within thirty (30) days of execution of subcontractor agreement. Each contract should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subcontractor activity to be performed under the contract.

C. Provision for Program Requirements. LHC shall provide Contractor with specific program requirements which shall be binding upon the Contractor as a condition of the Contractor's participation in the LIHEAP, and as a condition of receipt of funds under the program, PROVIDED:

- 1. That such additional requirement shall be issued by LHC in writing in the form of "LHC LIHEAP Guidance No. XX";
2. That such additional requirements shall be issued by LHC in the most timely and expeditious manner practicable;
3. That such additional requirements shall be reasonably necessary to realize the purposes of the LIHEAP;
4. That major and material changes in the program and/or requirements which substantially affect the Contractor's and/or LHC's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or LHC shall be subject to an amendment to this Agreement;
5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in paragraph D above, in a reasonable period of time, shall result in this Agreement being without force and effect, subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable federal and state law; and
6. That upon LHC's good faith determination, delivered to the Contractor by written notice that an agreement between the parties to any necessary amendment as contemplated in paragraph 4 above cannot be reached, then this Agreement shall be "closed out" and the funds disposed in accordance with the established LHC procedure and policy and as required under federal and state law.

D. Compliance. All services and activities contemplated under this Agreement are to be provided in accordance with all applicable federal, state, and local laws and regulations, and as those laws and regulations may be amended from time to time, including but not limited to the following:

- 1. The Low-Income Home Energy Assistance Program Act of 1981, 42 U.S.C. §8621 et seq., and 45 Code of Federal Regulations ("CFR") Part 96;
2. Louisiana Revised Statute 40:600.86, et seq.; and
3. Single Audit Act, 31 U.S.C. §7301, et seq., the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75.

E. Requirements, Standards and Guidelines. Contractor agrees to apply all of the requirements, standards, and guidelines contained in the OMB Uniform Administrative Cost Principles and Audit Requirements, found at 42 CFR Part 75, as they may be amended from time to time, to all of the procurement, administrative, and other costs claimed under this Agreement, including those costs under subcontracts to this Agreement, notwithstanding any language contained in such authority that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines directly conflict with any state law or regulation, or any specific provision of this Agreement, then that law or regulation or provision shall apply instead. The above-referenced authority is incorporated herein to this Agreement by reference.

F. Catalog of Federal Domestic Assistance Number. This award is made available through the United States Department of Health and Human Services ("DHHS") Low-Income Home Energy Assistance Program. The Catalog of Federal Domestic Assistance Number for LIHEAP is 93.568.

II. BUDGET DETAIL AND PAYMENT PROVISIONS

A. LHC Budget Contingency

- 1. It is mutually agreed that if the LIHEAP State Plan of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the LHC shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the LIHEAP State Plan for purposes of this program, the LHC shall have the option to either cancel this Agreement with no liability occurring to the LHC, or offer an agreement amendment to Contractor to reflect the reduced amount.

B. Federal Budget Contingency

- 1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the LHC by the United States Government for each fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
3. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. The LHC has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.
5. The LHC shall authorize expenditures of funds under this Agreement based on the approved LIHEAP State Plan.
6. The LHC shall authorize expenditures of funds based on the yearly submission and approval of a cost allocation plan.
7. It is mutually agreed that if the Congress does not appropriate sufficient funds for this Program or appropriates additional funds, this Agreement shall be amended to reflect any decrease or increase in funds.

C. Budget Guidelines. Upon execution of this Agreement, Contractor shall submit cost allocation plans, including an annual DHHS/LIHEAP Budget and a DHHS/WAP budget based on the Maximum Amount of this Agreement and in accordance with other applicable provisions of this Agreement.

D. Allowable Costs

- 1. Administrative
a. General. Administrative costs shall not exceed seven and one half percent (7.5%) of the total LIHEAP grant award.
b. Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers' compensation, and fringe benefits for administrative staff, facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.
c. Both local governments and private, nonprofit corporations shall use the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, as a guide for determining administrative costs.
d. Assurance 16 Costs. Administrative costs for Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan and is contingent upon the expenditure of cumulative allowable expenditures for assurance 16 activities. Administrative costs for Assurance 16 activities must be counted toward the ten percent (10%) administrative limit allowed on federal programs. The Grantee may use these funds for planning and administering the Low Income Home Energy Assistance Program (LIHEAP).
2. Program Costs
a. General. Program costs are all allowable costs other than Administrative Costs. Program costs include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by LHC for the purpose of delivering services.
b. Assurance 16 Costs. Assurance 16 activities shall not exceed the budgeted amount for the program year as set forth in the corresponding State Plan and is contingent upon the expenditure of cumulative allowable expenditures for assurance 16 activities.

E. Reimbursement Guidelines

- 1. Claims for Reimbursement. Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.
2. Assurance 16. Assurance 16 costs and its related services include those actual costs that are directly attributable to the performance of this Agreement and that are reasonable and necessary as determined by the LHC for the purpose of delivering services. Assurance 16 costs shall include needs assessment, client education, budget counseling, and coordination with utility companies. Contractor may claim Assurance 16 costs for client education only when LIHEAP and DOE funds and services are provided concurrently in the same unit.

F. Reporting Requirements

- 1. Federal Funding Accountability and Transparency Act Reporting ("FFATA"). LHC may issue guidance and/or amendments to this Agreement, establishing additional reporting requirements as may be necessary to ensure compliance with the Federal Funding Accountability and Transparency Act ("FFATA") or other federal and state regulations, as applicable.
2. Weekly/Monthly/Quarterly Reports
a. Contractor shall submit expenditures and activities by entry into the web-based, Hancock Energy Software System (HES). Weekly reports shall be submitted to LHC by Tuesday of the subsequent week, irrespective of the level of activity or amount of expenditures in the preceding period. Contractor shall submit a signed copy of the report to LHC via electronic mail for review and processing. The original signed report must be mailed to LHC.
b. All adjustments, if any, must be reported through HES under the report period in which the expenditures occurred.
c. LHC shall disburse administrative fees to the statewide contractors within ten (10) business days after receipt of an accurate, signed original report.
d. LHC shall conduct a quarterly reconciliation of funds, expenditures and statistics to verify the grant awards have been used appropriately, as intended.
3. LHC Review. LHC shall review annually the Contractor's reimbursement/activity reports and evaluate Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Agreement. Such evaluation shall also be based upon timely receipt of the required reports and/or compliance with material requirements of this Agreement.
4. Refunds. Any refund checks collected shall be returned to LHC by the 10th day of the subsequent month. Contractor shall identify the customer's name, address, and benefit amount returned. Refund information shall be submitted on the Vendor Refund Report (attached to this Agreement as Attachment B).
5. Close-out Report. Contractor shall submit a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Agreement. Administrative costs, outreach, intake, and training and technical assistance shall not exceed the maximum allowable amounts. Administrative and Assurance 16 costs shall remain proportionate to the cumulative allowable program expenditures. Any administrative and Assurance 16 costs that exceed these limits shall be disallowed and returned to LHC within thirty (30) calendar days after explanation of this Agreement. The final close-out report shall include the documents listed on the LIHEAP Closeout Checklist (attached to this Agreement as Attachment C), signed by the authorized representative of the Contractor.

III. SPECIAL TERMS AND CONDITIONS

A. Conflict of Interest

- 1. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any

functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Agreement.

2. Contractor shall establish safeguards to prohibit its employees, officers, and any and all subcontractor's employees and officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
3. Such safeguards shall be provided to the LHC within three months of instituting this contract, and such safeguards shall be consistent with 45 CFR § 74.42 and 92.36. Pursuant to 45 CFR § 74.42 and 92.36, Contractor shall ensure that subcontractees and subcontractors do not provide LIHEAP services or activities to beneficiaries where there is an actual or perceived conflict of interest, unless LHC has provided prior written approval of: (a) Contractor's conflict of interest policies and procedures, or (b) any individual service or activity that presents an actual or perceived conflict including, but not limited to:
 - a. Providing program services to Contractor's or subcontractee's/subcontractor's employees, officers, or other persons or entities with whom Contractor's employees or officers have family, business, or other ties; and
 - b. Providing program services to owner-occupied or rental dwellings that are owned or managed by the Contractor's, subcontractee's or subcontractor's employees or officers.
4. To obtain prior written approval by LHC, Contractor must demonstrate that it will:
 - a. Follow all regular eligibility and prioritization requirements of the federal and state LIHEAP programs, as applicable to each service or activity;
 - b. Comply with all eligibility requirements of the LIHEAP program and this Agreement;
 - c. Consent to any further conditions if required by LHC. Failure to obtain prior written approval by LHC will result in costs being disallowed.

B. Codes of Conduct

1. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
2. Contractor shall not pay federal funds received from LHC to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 45 CFR Part 92 (for states and local governments) and 45 CFR Part 74 (for nonprofit organizations) (Office of Management and Budget Circular A-110, section 42).

C. Board Roster, Bylaws, Resolution, and Minutes

1. Upon execution of this Agreement, Contractor shall submit to LHC a current roster of members of its governing board's Executive Committee, including contact information for each Committee member at a location other than the Contractor's office, and the most recent version of the organizational bylaws.
2. Contractor's governing board must authorize the execution of this Agreement. Contractor has the option of demonstrating such authority by direct signature by a Board member, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.
3. Where Contractor elects to delegate the signing authority to the chief executive officer, LHC will accept either a resolution specific to this Agreement or a resolution passed by the governing board that is more generally applicable to the LHC Energy Program. Either a specific or current general resolution must be on file with LHC prior to finally executing this Agreement.
4. Contractor shall submit to LHC the minutes from regularly scheduled meetings of the governing board no later than thirty (30) days after the minutes are approved from any meeting where matters relating to this Agreement are heard, including but not limited to discussions about or decisions affecting the Low-Income Home Energy Assistance Program.

D. Auditing Standards. Contractor must follow all audit requirements as set forth in this Agreement, including but not limited to the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75).

E. Audit Reports.

1. Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75), standards promulgated by the American Institute of Certified Public Accountants ("AICPA"), and those standards included in "Government Accounting Standards, 2007 Revision, as amended."
2. Contractors shall submit to LHC one copy of the required audit report(s), and any management letter if issued by the accountant, within six months of the end of the Contractor's fiscal year, accompanied by a copy of the signed, final engagement letter between Contractor and the independent auditor.

If the Contractor's independent auditor is unable to meet this deadline, the Contractor shall submit to LHC a written request for an extension, which includes a copy of a letter from the independent auditor explaining the anticipated delay. LHC may grant an extension not to exceed thirty (30) calendar days from the original due date.
3. The financial and compliance audit report shall contain the following supplementary financial information: a combined statement of revenue and expenditures that presents, by budget line item, revenue and expenditures for the audit period and a description of the methodology used to allocate and claim indirect costs and any administrative cost pools.
4. The audit report must specifically mention that a review for compliance with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, was conducted.
5. In the event an audit required under this section has not been submitted in a timely fashion, LHC may at its option impose sanctions as provided in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75, at a minimum:
 - a. Withholding a percentage of federal awards until the audit is completed satisfactorily;
 - b. Withholding or disallowing overhead costs;
 - c. Suspending federal awards until the audit is conducted; or
 - d. Terminating the federal award.

IV. SUBCONTRACTS

All subcontracts entered into to perform the direct services covered under this Agreement shall comply with all terms, conditions, assurances, and certifications of this Agreement and requirements as provided for and described in the State Plan. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subcontractee and/or subcontractor agreements shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services.

- A. Contractor shall provide copies of all contracts to the LHC within thirty (30) days of execution of each subcontractee and/or subcontractor agreement. The agreement should include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and description of each subcontractee and/or subcontractor activity to be performed under the Agreement.

This written notification shall also include a certification that to the best of Contractor's knowledge, the subcontractee or subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency. For purposes of this certification of subcontractee's/subcontractor's eligibility, Contractor may rely on information provided via the Excluded Parties List System (EPLS), available at <https://www.epls.gov>.

- B. If LHC determines that Contractor has executed a subcontract with an individual or entity listed as debarred, suspended or otherwise ineligible on EPLS as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.
- C. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractee or subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractee's or subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75.

- D. Contractor shall immediately notify subcontractee(s)/subcontractor(s) in writing within five (5) days of such action in the event the LHC suspends, terminates, and/or makes changes to the services to be performed under this Agreement.

- E. Contractor is the responsible party and shall remain liable for the performance of the terms, conditions, assurances, and certifications of this Agreement, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of subcontract agreement(s) entered into in support of this Agreement, including disputes, claims, or other matters of a contractual nature as well as civil liability arising out of negligence or intentional misconduct of the subcontractee(s).

- F. Nothing contained in this Agreement or otherwise shall create any contractual relation between the LHC and any subcontractee/subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor's obligation to pay its subcontractee/subcontractors is an independent obligation from the LHC's obligation to make payments to the Contractor. As a result, the LHC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractee/subcontractor.

V. INSURANCE

A. General Requirements

1. By execution of this Agreement, Contractor agrees that the below-required insurance policies shall be in effect at all times during the term of this Agreement. Should Contractor utilize a subcontractor to provide services under this agreement, Contractor shall ensure that the subcontractor complies with the below-required insurance policies.
2. Contractor shall provide the LHC with written notice at least thirty (30) calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement.
3. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide, at least thirty (30) calendar days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance shall identify and name the LHC as the Certificate Holder.
4. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the LHC may, in addition to any other remedies it may have, suspend this Agreement.
5. With the exception of workers' compensation, the LHC shall be named as additional insured on all certificates of insurance required under this Agreement.

B. Self-Insurance

1. When Contractor or subcontractor is a self-insured governmental entity, the LHC, upon being provided with satisfactory proof, may waive the appropriate insurance requirements upon written certification.
2. Should Contractor utilize a subcontractor(s) to provide services under this Agreement, Contractor shall indemnify and hold the LHC harmless against any liability incurred by that subcontractor(s).

C. Workers' Compensation Insurance

1. Contractor shall have and maintain for the term of this Agreement workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of Louisiana.
2. Contractor shall submit an applicable Certificate of Insurance to the LHC as evidence of compliance with the workers' compensation requirement.

D. General Liability Insurance

1. Contractor shall have and maintain for the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$1,000,000 per occurrence.
2. Contractor shall submit an applicable Certificate of Insurance, naming LHC as an additional insured, to the LHC as evidence of compliance with general liability insurance requirements.

VI. COMPLIANCE MONITORING

- A. As the recipient of federal LIHEAP block grant funds under this Agreement, Contractor is responsible for substantiating that all costs claimed under this Agreement are allowable and allocable under all applicable federal and state laws, and for tracing all costs to the level of expenditure.
- B. As the administrator of the LIHEAP block grant for the State, LHC is required to ensure the funds allocated to Contractor are expended for the purposes identified in federal and state LIHEAP law, and for allowable and allocable costs under the applicable rules of the Office of Management and Budget.
- C. Contractor shall conduct onsite monitoring of subcontractors and provide to LHC a copy of the written monitoring report and follow-up correspondence to any findings.
- D. Contractor shall notify the LHC when a subcontractor is non-responsive and does not comply or respond to a finding within the time frame identified in the monitoring report. Contractor must make a recommendation to the LHC of any action that should be taken against the subcontractor.
- E. LHC is required to conduct onsite and follow-up monitoring of Contractor to ensure that Contractor meets the performance goals, administrative standards, financial management requirements, and other requirements of the federal and state LIHEAP programs.
- F. LHC shall provide Contractor reasonable advance notice in writing of onsite monitoring reviews of Contractor's program or fiscal performance.
- G. Contractor shall cooperate with LHC program and audit staff and other representatives and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Agreement.
- H. In the event that LHC determines that Contractor is in noncompliance of material or other legal requirements of this Agreement, LHC shall provide the observations, recommendations, or findings in writing, along with a specific action plan for correcting the noncompliance.

VII. NONCOMPLIANCE WITH REQUIREMENTS OF THIS AGREEMENT

A. Determination and Notice

1. If LHC determines that Contractor has not complied with the requirements of this Agreement, LHC shall provide Contractor with written notice setting forth:
 - a. The factual and legal basis for the determination of noncompliance; and
 - b. The corrective action(s) required and the date by which they must be taken.
 2. If LHC determines that Contractor's noncompliance constitutes a material breach of this Agreement, and that immediate action is required, LHC may initiate an enforcement action in accordance with the provisions in this section and applicable state and federal law.
- B. For purposes of this section, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Agreement and under applicable state and federal law, which act or omission:
1. Constitutes fraud or gross negligence by Contractor or its agent(s);
 2. Results in or is likely to result in significant waste and/or abuse of federal funds;
 3. Has a significant adverse impact on Contractor's ability to meet its administrative, financial or programmatic duties and obligations over the term of the contract or a significant portion thereof;
 4. Violates or otherwise disregards program guidance and other requirements of the federal government, whether issued directly or through LHC;
 5. May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, subcontractors, creditors, suppliers, vendors, or other stakeholders; or
 6. May otherwise significantly and/or adversely affect the viability, effectiveness, or integrity of the program.

C. For purposes of this section, "enforcement action" means the imposition of any of the following:

1. Special conditions and/or sanctions;
2. "High risk" designation;
3. Contract suspension;
4. Contract termination; or
5. Termination of service provider designation.

D. Special Conditions and Sanctions

1. In addition to all other requirements set forth in this Agreement and/or in any guidance issued pursuant to this Agreement, LHC may impose special conditions, sanctions, and/or other special requirements with respect to Contractor's performance. LHC may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address a material breach of contract, as defined in Paragraph B, above.
2. Special Conditions may include, but are not limited to:
 - a. Obtaining training and/or technical assistance;
 - b. The imposition of special or additional reporting requirements;
 - c. The provision of documentation; and/or
 - d. The requirement to amend or modify systems, procedures, and/or policies.
3. Sanctions may include, but are not limited to:
 - a. The suspension of advances and/or reimbursements; and/or
 - b. The issuance of stop work orders.
4. The suspension of advances and/or reimbursements and the issuance of stop work orders are subject to the following provisions:
 - a. If Contractor elects to contest the action, Contractor shall have two (2) working days following receipt of notice to show cause why the sanction should not be enforced.
 - b. LHC shall have two (2) working days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decisions and Contractor's obligations going forward, if any.
5. Contractor may, at any time, request in writing that LHC initiate the contract suspension or contract termination processes as set out below in order to resolve outstanding issues through the established regulatory process.
6. Should Contractor fail to submit in writing to show cause or fail to request that LHC initiate either the contract suspension or termination processes, LHC may initiate such action upon its own motion.
7. Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:
 - a. The nature of the Special Condition(s) and/or Sanction(s) being imposed;
 - b. The reason(s) for imposing Special Condition(s) and/or Sanction(s); and
 - c. The corrective actions that must be taken and the time allowed for completing them before LHC removes the Special Condition(s) and/or Sanction(s).

VIII. SPECIAL PROVISIONS – PERFORMANCE-BASED REQUIREMENTS

- A. Adequate fiscal performance will be the expenditure of one hundred percent (100%) of the LIHEAP allocations by the end of the program year. Achievement of the following expenditure percentages shall occur as follows:
 1. Fifty percent (50%) by June 30th of the program year.
 2. Ninety percent (90%) by September 30th of the program year.
 3. One hundred percent (100%) by the end of the program year.
- B. LHC shall review Contractor's achievement of goals each month.
- C. At the conclusion of the fifty percent (50%) performance benchmark LHC shall review Contractor's achievement of goals, and if they are not being achieved, LHC shall notify Contractor that contract goals are not being met and Contractor shall be required to provide an alternate plan for expenditure within thirty (30) calendar days.
- D. If the Contractor has previously been contacted regarding noncompliance and is found to have another monthly period of noncompliance, the Contractor shall be notified in writing that contract goals are not being met and that the Contractor has established a pattern of failing to meet expenditure goals. Contractor shall meet all goals inclusive to the next one-month period.
- E. If, at the conclusion of the first program year reporting period, the Contractor has not achieved ninety percent (90%) of the contract goals or has failed to meet contract goals after written notification disclosing noncompliance, the LHC shall enter negotiations with the Contractor to access a realistic capacity to expend the remaining funds and a determination may be made as to the viable amount of funds that will remain in the contract. If a determination results in unexpended funds becoming available, the LHC will redistribute such funds to an eligible performing Contractor within the general geographic region in which those funds were originally allocated in accordance with the LHC Plan. The LHC reserves the right to redistribute funds to a performing Contractor within the LHC if it becomes necessary.

IX. ADDITIONAL PROVISIONS

A. Provisions for Federally Funded Grants

1. Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC 8621, *et seq.*, as amended.
2. *Eligibility to Receive Federally Funded Public Benefits.* Pursuant to 42 USC 1305 (Public Law 104-193, 110 Stat. 2168, Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA)) and Executive Order W-135-96, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. Contractor shall verify client eligibility in accordance with LHC Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by LHC.
3. The Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, NO VERIFICATION REQUIREMENTS FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432(d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (5 USC 1642) as amended, exempts nonprofit Charitable Organizations under this title to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any federal public benefit (as defined in section 401(c)) or any state or local public benefit (as defined in section 411(c)).
4. *Federal Funding Accountability and Transparency Act Reporting Requirement.* Pursuant to the Federal Funding Accountability and Transparency Act reporting requirements (2 CFR 170), LHC is required to report information regarding Contractors (sub-awardees) receiving LIHEAP funds. To assist LHC in ensuring timely compliance with these reporting

requirements, Contractor shall provide to LHC its Dun & Bradstreet Data Universal Numbering System (DUNS) number, and Central Contractor Registration (CCR) number.

B. Federal Certification Regarding Debarment, Suspension, and Related Matters. Contractor hereby certifies to the best of its knowledge that it nor any of its officers, or any subcontractees and/or subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph B above of this certification; and
4. Have not within a three (3) year period preceding this Agreement had one or more public (federal, state, or local) transactions terminated for cause or default.

If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to this Agreement. Based on the description, LHC in its discretion may decline to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Agreement, and LHC may terminate this Agreement for cause immediately pursuant to the termination provisions of state and federal law governing the Low-Income Home Energy Assistance Program.

C. Procurement

1. Contract Administration.

- a. Contractor shall administer this Agreement in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, (42 CFR Part 75) and amendments thereto, consistent with the general OMB compliance requirements. Contractor shall establish, maintain and follow written procurement procedures consistent with the procurement standards in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements (42 CFR Part 75) and all additional provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.
- b. Contractor shall not permit any organizational conflict of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractee and/or subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall award any subcontract to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors. Contractor's solicitations shall clearly set forth all requirements that the bidder or offeror shall fulfill in order for the bid or offer to be evaluated by the recipient.
- c. Contractor assures that all supplies, materials, equipment or services purchased or leased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement, unless a fair market value for such use is charged to the benefiting program and credited to this Agreement.
- d. Noncompliance with any of the provisions in this Section shall result in a disallowance of the costs of the procured transaction.

D. Affirmative Action Compliance

1. Each Contractor, subcontractee or subcontractor with fifty (50) or more employees and an agreement of fifty thousand dollars (\$50,000) or more shall be required to develop a written Affirmative Action Compliance Program.
2. The written program shall follow the guidelines set forth in Title 41 CFR Section 60-1.40, Sections 60-2.10 through 60.232, Section 60-250.1 through 60-250.33, and Sections 60-741.4 through 60-741.32.
3. Each Contractor, subcontractee or subcontractor with less than fifty (50) employees shall comply with Section 202 of Part II of Executive Order 11246, as amended by Executive Order 11375. Contractor shall ensure that subcontractees and subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

E. Nondiscrimination Compliance

1. Contractor's signature affixed hereon shall constitute a certification that to the best of its ability and knowledge will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.
2. Contractor hereby certifies compliance with the following:
 - a. Federal Executive Order 11246, as amended by Executive Order 11375, relating to equal employment opportunity.
 - b. Title VI and Title VII of the Civil Rights Act of 1964, as amended.
 - c. Rehabilitation Act of 1973, as amended.
 - d. Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
 - e. Title 41, Code of Federal Regulations (CFR), Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, as amended.
 - f. Public Law 101-336, Americans with Disabilities Act of 1990.

F. Specific Assurances

1. *Pro-Children Act of 1994.* This Agreement incorporates by reference all provisions set forth in Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). Contractor further agrees that the language of the preceding sentence will be included in any subcontracts that contain provisions for children's services and that all subcontractees and subcontractors shall certify compliance accordingly.
2. *American-Made Equipment/Products.* Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.
3. *Federal and State Occupational Safety and Health Statutes.* Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes.
4. *Political Activities*
 - a. Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Agreement.
 - b. Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Agreement.
5. *Lobbying Activities*
 - a. Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Agreement or any other fund, programs, projects, or activities that flow from this Agreement.
 - b. If Contractor engages in lobbying activities, Contractor shall complete, sign, and date the Certification Regarding Lobbying/Disclosure of Lobbying Activities as required by the U.S. Department of Health and Human Services under 45 CFR Part 93.

G. Right to Monitor, Audit and Investigate

1. In addition to the compliance monitoring described above, any duly authorized representative of the federal or state government, which includes but is not limited to the Legislative Auditor, LHC staff, and any entity selected by LHC to perform inspections, shall have the right to monitor and audit Contractor and all subcontractees and/or subcontractors providing services under this Agreement through onsite inspections, audits, and other applicable means the LHC determines necessary.
2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the LHC, or any of their duly authorized representatives, including representatives of the entity selected by LHC to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.
3. Any duly authorized representative of the federal or state government shall have the right to undertake investigations in accordance with Public Law 97-55, as amended.
4. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or state government access to the working papers of said audit firm(s).

H. Fair Hearing Process for Alleged Violation of the Civil Rights Act Against Contractor

1. In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, Contractor has the right to request a fair hearing in response to such violation or alleged violation within thirty (30) calendar days from the date of such action.
2. LHC shall conduct such fair hearing in accordance with 45 CFR 81.1, *et seq.*

I. Fair Hearing Process for Applicants for Denial of Benefits by Contractor or Subcontractee(s)/Subcontractor(s)

1. Contractor and/or all subcontractees and subcontractor(s) shall provide all interested individuals equal opportunity to apply for the LIHEAP and shall not discourage any interested individual from submitting an application for LIHEAP assistance. Contractor and/or subcontractee or subcontractor shall act upon all applications in writing within fifteen (15) working days.
2. Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive an unfavorable response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, the following:
 - a. Provisions that ensure that each applicant is notified in writing of the right to appeal a denial or of untimely response to an application, or to appeal unsatisfactory performance, and the process to request such an appeal, at the time that each applicant submits an application. Such notification shall include information about the right to appeal to both the Contractor and the LHC.
 - b. Provisions that ensure that Contractor will make a good faith effort to resolve each appeal.
 - c. Provisions for notifying the applicant in writing of the reasons for denial of assistance and advising the applicant that he/she may request a review of the denial and may submit additional information, in writing, which the applicant believes would warrant a favorable determination.
 - d. Provisions for reviewing the denial of an application and for assistance in an expeditious manner if such is requested by the applicant. This shall include the specific assignment of responsibility to a senior level official or standing committee other than the person making the initial determination.
 - e. Provisions for notifying the applicant of the Contractor's final decision.
 - f. The methods the Contractor will employ to notify applicant of the existence of the appeals process.
 - g. Provisions for ensuring that every effort will be made to provide persons who do not comprehend English with written materials and/or procedures in the appropriate language(s).
 - h. Provisions for the retention of documents relating to specific denials of assistance and action(s) taken by the Contractor. Such records must be maintained in the Contractor's files for three (3) years and shall be available for review by LHC upon request.

- i. Provisions to inform applicants that an appeal to LHC may be requested as part of the fair hearing process and provisions for providing a description to the applicant of the process and criteria for appeal to LHC.
 - j. Provisions that ensure that Contractor notifies the applicant in writing of the Contractor's final decision within fifteen (15) working days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to LHC. Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall simultaneously provide a copy of the final decision to the Manager of the LHC Energy Department.
3. A written description of the aforementioned required procedures shall be maintained on file by the Contractor and shall be available for public inspection.
 4. Should the applicant decide to appeal to LHC, the applicant shall submit a written appeal request to LHC within ten (10) working days from the date of the Contractor's final decision. Upon request from LHC, the Contractor shall provide all supportive documentation to LHC, postmarked within ten (10) working days of the request.
 5. LHC shall provide an opportunity for an administrative fair hearing if an applicant's concern is not resolved by appeal to the Contractor. Within five (5) working days, upon receipt of a request for a fair hearing, LHC shall schedule a fair hearing to be conducted no later than fifteen (15) working days from receipt of a request for a fair hearing. The fair hearing shall be conducted in accordance with the following criteria:
 - a. The hearing shall be held in a place reasonably convenient to the applicant and open to the public.
 - b. The applicant shall receive notification of the hearing no less than five (5) working days before the scheduled hearing, to enable a proper preparation of the applicant's appeal.
 - c. The applicant shall have an opportunity to review his/her claim file, which contains all the evidence to be presented, prior to the hearing.
 - d. The hearing officer shall be an impartial adjudicator who has not participated in the decision being appealed.
 - e. The applicant is guaranteed the right to:
 - i. Have a representative at the hearing;
 - ii. Present evidence, including oral and/or written statement on his/her behalf;
 - iii. Present witnesses; and
 - iv. Cross-examine witnesses.
 - f. The applicant shall be given the opportunity to elect to have the matter determined through use of a declaration in lieu of personal appearance.
 - g. The hearing officer shall issue a final decision, in writing, within thirty (30) calendar days following the conclusion of the fair hearing.

- J. Complaint Management Policies and Procedures**
1. Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.
 2. Contractor shall ensure that all formal complaints are handled timely and documented with the date, time, client name and address, and nature of the complaint, and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.
 3. If the Contractor's efforts did not result in a resolution, the Contractor must refer the client to the LHC Energy Department. The Contractor shall contact the LHC Energy Manager directly and explain the issue, actions taken to resolve the issue, and provide the LHC any supporting documentation and written correspondence that demonstrates the Contractor's attempts to resolve the issue.
- K. Record-Keeping**
1. All records maintained by Contractor shall meet the OMB requirements contained in the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements, 42 CFR Part 75.
 2. Contractor shall maintain all records pertaining to this Agreement for a minimum period of three (3) years after submission of the final report. Contractor shall further maintain all such records until resolution of all related audit and monitoring findings are completed.
 3. Contractor assures that employee and applicant records shall be maintained in a confidential manner to assure compliance with the Information Practices Act of 1977, as amended, and the Federal Privacy Act of 1974, as amended.

- X. ASSURANCE 16 ACTIVITY GUIDELINES**
- Assurance 16 program funds shall be used for such services, including needs assessment, client education and budget counseling, and coordination with utility companies, that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. These funds may not be used to identify, develop, and/or demonstrate leveraging programs.
- A. Client Education/Budget Counseling.** Contractor shall provide to all recipients of energy assistance under this Agreement applicable energy conservation information and budget counseling in accordance with the Contractor's approved plan. Contractor shall include at least the following:
1. Information to the client regarding the importance of applying for energy assistance prior to being in an arrears situation and to include information concerning various utility company budget payment plan(s) and other forms of energy assistance offered within the State.
 2. Written information that describes energy-saving behavioral adjustments that will decrease the energy consumption of the household.
 3. Resource information, referral, family, and budget counseling in order to assist clients in achieving self-sufficiency.
- B. Coordination.** Contractor shall refer all potentially eligible applicants to the LIHEAP Weatherization Program or other energy or conservation programs. Contractor shall coordinate its activities with other federal, state or local energy conservation programs with the goal of conserving energy, improving thermal efficiency, or defraying energy costs of low-income households.

- XI. ASSURANCE 16 PROPOSAL.**
- A.** Contractor shall submit an annual Assurance 16 proposal to LHC by a date as determined by LHC. The Assurance 16 proposal is intended to systematize the gathering of planning information to assist LHC with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the LIHEAP and reflective of the needs of the local low-income population.
- B.** LHC will review the annual Assurance 16 proposal to ensure compliance with federal and state laws and departmental requirements. If the Assurance 16 proposal documents do not provide reasonable demonstration that the Contractor's services and activities are in compliance with federal and state law governing the LIHEAP block grant, LHC will ask Contractor to supplement response or documents accordingly prior to execution of this Agreement.
- C.** LHC's approval of the Assurance 16 proposal documents submitted by Contractor shall not be construed as prior approval of any costs expended under this Agreement. The approval of all expenditures remains subject to the federal requirements that the actual costs are allowable and allocable pursuant to all laws, regulations, and this Agreement.

- XII. GENERAL TERMS AND CONDITIONS**
- A. Term of Agreement.** This Agreement shall begin on October 1, 2015 and shall terminate on September 30, 2017.
- B. Amendment.** This Agreement constitutes the entire Agreement between the parties hereto, and may be amended only in writing and signed by the parties. No oral understanding or Agreement not incorporated in the Agreement through an amendment is binding on any of the parties.
- C. Assignment.** Contractor shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the Corporation. This provision shall not be construed to prohibit the Contractor from assigning its bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Corporation.
- D. Audit.** It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or any other auditors as may be deemed necessary by the Corporation, shall have the option of auditing all accounts of Contractor that relate to this Agreement. The Contractor, realizing that the Corporation may from time to time be required to undertake auditing procedures in compliance with certain rules, regulations, and/or specific requests, agrees to cooperate fully with an audit survey of this Agreement, if so requested.
- E. Indemnification.** Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
- Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

- F. Governing Law and Disputes.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Louisiana. Any claim or controversy arising out of this Agreement shall be resolved in accordance with the provisions set forth in Louisiana Revised Statutes §§39-1524-1526.
- G. Termination.** Either party has the right to cancel this Agreement, with or without cause, by giving the other party thirty (30) days written notice, forwarded to its respective address via U.S. Mail. The Corporation has the right to cancel this Agreement with less than thirty (30) days notice in the event of budgetary reductions, without any liability incurring to the Corporation or the State of Louisiana.

Notice shall be sent Certified Mail, return receipt requested, to the following addresses:

If to Corporation:	Michelle Thomas, Interim Executive Director Louisiana Housing Corporation 2415 Quail Drive Baton Rouge, LA 70808
If to Contractor:	St. Charles Parish Department of Community Services P. O. Box 169 New Sarpy, LA 70078

- H. Independent Contractor.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the project activities to be performed under this Agreement. The Corporation shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Contractor is an independent contractor.
- I. Non-Discrimination Clause.** The Contractor agrees to abide by the requirements of the following, as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the Americans with Disabilities Act of 1990.
- Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

- J. Severability.** The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court or federal or state agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

This Agreement is hereby executed by the duly authorized representatives of the Corporation and the Contractor.

LOUISIANA HOUSING CORPORATION

Michelle Thomas
Michelle Thomas, Interim Executive Director

ST. CHARLES PARISH DEPARTMENT OF COMMUNITY SERVICES

[Signature]
Signature of Duly Authorized Representative
J. ST. PIERRE
Print Name of Signatory
Parish President
Print Title of Signatory

SIGNED THIS 15th DAY OF November, 2015

SIGNED THIS 18th DAY OF 17, 2015

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

[Signature]
TIFFANY K. CLARK
COUNCIL SECRETARY

Publish Dates: December 24, 2015

PUBLIC NOTICE



I. Daniel Allen Pugh, have been convicted of **Encouraging Child Sexual Abuse in the Second Degree**. Date of Conviction: 06/07/2002. My address is 23 Chuckwagon Lane, St. Rose, La. 70087.

RACE: White
SEX: Male
DOB: 02/20/1964
HGT: 6'1"
WGT: 187
HAIR COLOR: Gray
EYE COLOR: Brown

PUBLISH: December 17 & 24, 2015

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 80559-C

Date: Thursday, November 19, 2015
VANDERBILT MORTGAGE AND FINANCE, INC.

VS
JAMES ROBERT HARRISON, 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, OCTOBER 13, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 6, 2016, at 10:00 AM., to the last and highest bidder for cash, the following described property, to wit:
ONE (1) 2013 CMH MANUFACTURED HOME, MODEL 37FAC16723BH13, BEARING SERIAL NUMBER CS2014511TN
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of FORTY-NINE THOUSAND ONE HUNDRED EIGHTY-NINE AND 65/100 (\$49,189.65) 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: December 24, 2015
ATTORNEY FOR PLAINTIFF:
Mary C. Call
628 St. Louis St., P.O. Drawer 4425
Baton Rouge, LA 70821
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 80564-E

Date: Thursday, October 22, 2015
WELLS FARGO BANK, N.A.

VS
KADRINA E. TAPPAN A/K/A KADRINA ELIZABETH TAPPAN
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, OCTOBER 15, 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, JANUARY 27, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

ONE CERTAIN LOT OR PORTION OF GROUND, together with all of the buildings and improvements thereon and all of the rights, ways, means, privileges, servitudes, appurtenances and advantages thereunto belonging or in any-wise appertaining situated in the Town of Paradis, Parish of St. Charles, State of Louisiana, on the right descending bank of the Mississippi River, as shown on survey of the Town of Paradis, and designated on plan of survey of Blocks "B" and "M" prepared by E. M. Collier, Surveyor, dated January 8, 1953, duly recorded in the Clerk of Courts office, St. Charles Parish, as Lot Five (5) of Block "M", which said lot is more fully described thereon as follows:
Lot 5 of Block "M" measures 50 feet front on Early Street, by a depth between equal and parallel lines of 150 feet, by a width in the rear of 50 feet each; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.
Being the same property acquired by Kadrina E. Tappan a/k/a Kadrina Elizabeth Tappan from Jessie J. Louviere, Joseph J. Louviere Jr, Peggy Louviere Sanchez, Mary Elizabeth Louviere Gros, David J. Louviere and Naomi Louviere Griffin by an act before Jamie Haydel Mancuso, Notary Public, dated on September 16, 2003, recorded at COB 626 page 501 in the official records of the Parish of St. Charles, State of Louisiana.

That certain manufactured home/mobile situated on the above described property, being a 2012 CLAYTON BONHAM, Serial No. CBH023708TXP, Model No. 35XT-M16723XH12, 18 X 80 which said manufactured home/mobile home was immobilized pursuant to Act of Immobilization dated June 1, 2012 and filed for record as Instrument No. 379625 of the records of St. Charles Parish, Louisiana.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of SEVENTY-THREE THOUSAND SIX HUNDRED SEVEN AND 50/100 (\$73,607.50) 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: December 24, 2015
January 21, 2016
ATTORNEY FOR PLAINTIFF:
Rachael Williams
150 South 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) 80056-X

Date: Tuesday, October 27, 2015
FIRST NATIONAL BANK USA

VS
JUAN A. BYRD, ETAL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JULY 21, 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, JANUARY 27, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

1) ONE CERTAIN LOT OR PORTION OF GROUND, situated in Section 40, Township 14 South, Range 21 East, in what is known as Willowdale Country Club S/D, aka WILLOWDALE SUBDIVISION, at Boutte, St. Charles Parish, Louisiana, all in accordance with Plat of Survey prepared by Surveys, Inc., dated January 13, 1967, and revised February 21, 1968, copy of which is recorded in the Office of the Clerk of Court for the Parish of St. Charles for reference; according to said plat of survey, the lot herein conveyed measures as follows: LOT NO. 73 measures 86.20 feet front on Patricia Court, by a depth along the line of Lot 74 of 122.98 feet, by a width in the rear of 155 feet and by a depth along the line of Lot 72 of 120 feet;
2) ONE CERTAIN LOT OR POR-

TION OF GROUND, located in Willowdale Country Club S/D aka Willowdale Subdivision, Section 40, Township 14 South, Range 21 East, and Section 43, Township 13 South, Range 21 East, near Boutte, St. Charles Parish, Louisiana, more particularly described as follows:

A portion of Parcel 73-A; commence at the intersection of the Westerly line of Michael Drive into the Southerly part of Patricia Court; thence along the Southerly line of the Southerly part of Patricia Court a distance of 582.14 feet to a point; thence run South 54° West, a distance of 122.98 feet to the South-westerly corner of Lot 73; and the Point of Beginning; thence continue South 54° West, a distance 6.45 feet to a point; thence run North 18°01'36" West, a distance of 158.74 feet to a point; thence run North 87°44'40" East a distance of 6.45 feet to the Northwesterly corner of Lot 73 thence along the Westerly line of the lot South 18° East, a distance of 155 feet to the Point of Beginning, containing 1000 square feet, all as more fully shown on survey by Lucien C. Gassen, Land Surveyor, dated October 15, 1990.

Being the same property acquired by Curleue Peters wife of/ and Juan A. Byrd from Primacy Closing Corporation by act o Cash Sale duly recorded in the records of St. Charles Parish, State of Louisiana.

The above described property is subject to the following:

1. Any outstanding mineral conveyances, mineral reservations, mineral leases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
2. Encroachments, boundary disputes, overlaps, rights of parties in possession, servitudes and other adverse matters, if any, as would be disclosed on a current,

accurate survey and inspection of the subject property.

Covenants, conditions or restrictions, if any, based upon race, color, religion, sex, handicap, familial status, or national origin are deleted unless and only to the extent that such covenants, conditions or restrictions (a) are exempt under Chapter 42, Section 3607 of the United States Code or (b) relate to handicap but do not discriminate against handicapped persons.

The parties hereto declare that they do not hereby intend, by the execution of these presents, to interrupt, or suspend, the running of any prescription or pre-emption which has run or may run in connection with the foregoing, nor do the parties intend to revive, establish or initiate any one or more of the foregoing which may not now or hereafter be binding upon the property and/or the parties hereto.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED SEVENTY THOUSAND EIGHT HUNDRED NINETY AND 12 / 100 (\$270,890.12) 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: December 24, 2015
January 21, 2016

ATTORNEY FOR PLAINTIFF:
Mark C Landry
212 Veterans Memorial Blvd. Suite 100
Metairie, LA 70005
504-837-9040

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The collage shows several covers of the St. Charles Herald-Guide magazine. The top cover is the 'SPORTS' issue from the week of Nov 22-28, 2015, featuring 'DHS boys' track team wins regional championship' and 'Offense holds edge over defense as Tigers enter Burger Bowl'. The middle cover is the 'LIFESTYLES' issue from the week of Oct 26-31, 2015, featuring 'Longtime "Voice of the LaBranche Wetlands" is Rotary of St. Charles "Citizen of the Year"'. The bottom cover is the 'Beat the Bridge' issue from the week of March 23-29, 2015, featuring 'Elderly couple in great shape for 19th Bridge Run' and 'Alligator Fest could be featured on CBS TV show'.

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