



PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, FEBRUARY 15, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2016-0041 (2/1/16, Hogan) An ordinance to provide for the installation of an "ALL-WAY STOP" sign at the intersection of Robert Street and Early Street in Paradis.

2016-0055 (2/1/16, Hogan) An ordinance to provide for the installation of an "ALL-WAY STOP" sign at the intersection of Early Street and Hale Street in Paradis.

2016-0064 (2/1/16, Cochran) An ordinance to approve and authorize the execution of a Cooperative Agreement with the LSU Ag Center for the continued support of the St. Charles Parish Cooperative Extension Service through November 1, 2020.

2016-0066 (2/1/16, Hogan) 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 the north side of Dufrene Lane in Des Allemands.

2016-0067 (2/1/16, Cochran, E. Matherne) An ordinance to approve and authorize the execution of a contract with DQSI, LLC, for PO-43a LaBranche Salinity Barrier Project, in the amount of \$296,696.00.

2016-0068 (2/1/16, Cochran, S. Scholle) An ordinance to approve and authorize the Parish President to acquire a 53,760.96 SF perpetual drainage servitude over property identified as Parcel DS9-1 in Section 6, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Leonie St. Germaine Jr. and Jeanne Martin St. Germaine, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

2016-0069 (2/1/16, Cochran, S. Scholle) An ordinance to approve and authorize the Parish President to acquire a 2,766.58 SF perpetual drainage servitude over property identified as Parcel DS5-6 in Section 6, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Gregory Thibodeaux and Jill Irene Barker, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

2016-0070 (2/1/16, Cochran, S. Scholle) An ordinance to approve and authorize the Parish President to acquire a 7,064.73 SF perpetual drainage servitude over property identified as Parcel DS2-5 in Section 7, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Steven E. and Terri M. Duhe, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

2016-0071 (2/1/16, Cochran, S. Scholle) An ordinance to approve and authorize the Parish President to acquire a 994.14 SF perpetual drainage servitude over property identified as Parcel DS2-8 in Section 7, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Renee M. Labat and Jude P. Labat, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

2016-0072 (2/1/16, Cochran, S. Scholle) An ordinance to approve and authorize the Parish President to acquire a 1,651.15 SF perpetual drainage servitude over property identified as Parcel DS2-2 in Section 7, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Renee M. Labat and Jude P. Labat, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

2016-0073 (2/1/16, Cochran, S. Scholle) An ordinance to approve and authorize the Parish President to acquire a 73,827.41 SF perpetual drainage servitude over property identified as Parcel DS7-1 in Section 17, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Entergy of Louisiana, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

2015-0472 (2/1/16, Woodruff) An ordinance to approve and authorize the execution of a Contract, albeit not a requirement to enter into a professional disposal contract, with Couvillion Group, L.L.C. for removal & disposal services associated with Parish Project No. P160101 PRETTY BOY REMOVAL & DISPOSAL, and to also approve and to authorize the disposal of the vessel by any other means available to the Parish should the Parish decide to undertake an alternate mean of disposal, and to authorize and request that the Parish President seek recovery of the funds expended for its disposal from the vessel owner irrespective of whatever means of disposal is undertaken.

2016-0025 (2/1/16, Cochran, M. Albert) An ordinance to amend Chapter 22.5 Vehicles for Hire, Section 22.5-32. Application for driver's permit. (f) and (g).

2016-0074 (2/1/16, Wilson) An ordinance to name the unnamed gravel road off of Smith Street and located at GPS coordinates of 29° 58' 26.61"N and 90° 24' 31.33"W to Augustine Lane, (a private road) in Hahnville, LA.

PUBLISH: February 4, 11, 2016

PUBLIC NOTICE

Last promissory note: Anyone knowing the whereabouts or having possession of one (1) certain promissory note executed by Heather D. King and Bobbie Ann Killen, dated March 4, 2005, in the principal sum of \$146,244.00; please contact Ethan A. Hunt Attorney at Law, 1505 North 19th Street, PO> Box 2867, Monroe, Louisiana 71207-2867, Telephone No. (318) 388-1440.

Publish February 11, 2016

PUBLIC NOTICE

Anyone knowing the whereabouts of Catlin Michael Landry and/or his heirs, successors or assigns, please contact Juanita R. Marino, Attorney at Law, 199 Good Hope St., Norco, La. 70079; 985-764-1193.

Publish February 4, & 11, 2016

PUBLIC NOTICE

Anyone knowing the whereabouts of Ronald Evans and Trina Evans Williams, please contact Attorney Wendy J. Williams at 985-308-0510.

Publish February 11 & 18, 2016

PUBLIC NOTICE



LARRY COCHRAN PARISH PRESIDENT

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT P.O. BOX 302 - HAHNVILLE, LOUISIANA 70057 (985)783-5000 Website: www.stcharlesparish-la.gov

ONLINE AUCTION

STARTS: February 15, 2016 ENDS: February 29, 2016

ST. CHARLES PARISH PROCUREMENT OFFICE WILL HOST AN ONLINE AUCTION TO SELL MISC SURPLUS.

FOLLOW THE LINK BELOW TO THE ONLINE SITE TO REVIEW THE LISTED ITEMS AND PLACE YOUR BIDS: https://www.publicsurplus.com

ALL TERMS AND CONDITIONS WILL BE LISTED ON THE SITE.

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

BID ADVERTISED: ST. CHARLES HERALD GUIDE February 11, 2016 February 18, 2016

PUBLIC NOTICE

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 16-B for the session of said Court beginning Tuesday, March 15, 2016, at 10:30 a.m. - Division "C"

- 1 ADAMS, CHERYL ANN
2 ADVORHT, KENNETH RAY
3 ALLEN, CARLA MARIE
4 ALLEN, TIMOTHY R SR
5 ANDERSON, CHRISTOPHER J
6 ANDREWS, ALICIA MARIE
7 AUBRY-KILBERT, RAVEN ANN McDONALD
8 BAKER, JOSHUA TIMOTHY
9 BENNETT, JERMAINE CHRIS
10 BENTLY, KATELYN ELSAORA
11 BERTRAND, BOBBIE JO
12 BIRTHMITSCH, FAITH ANGELA
13 BLODQ, MARCOLO W
14 BORNE, HELEN
15 BOUDREAUX, GREGORY DUSTIN
16 BOURSCHEIS, JOSHUA MICHAEL
17 BOURSCHEIS, KEVIN V
18 BOYER, LOWELL J
19 BRADLEY, AYALINA REDOON
20 BRADY, WALLACE JUDE
21 BRODERSON, DIANE L
22 BROUSSARD, JANE SAINTPETER
23 BRUICE, CHARLENE W
24 BRYANT, SCLONDA
25 CANNON, CALVIN RAY
26 CANNON, RYAN MICHAEL
27 CAUTHRON, ESTHER ROSE
28 CESPEDES, SEBASTIAN JR
29 CHAMPAIGNE, PATRICIA VIVIAN
30 CHAMPAIGNE, BETH J
31 CHERRY, NICOLE LYNN
32 CHIARELLA, CAMILLE UDDO
33 CHASSON, MARLOW STEVEN
34 CHILDERS, MERRILL ARTHUR
35 CHISCOLI, KELLY BENNETT
36 CLABORN, JASON GERARD
37 CLARK, ETNA RAY LEVIE
38 CLARK, QUINCY LAMONT
39 CLAYTON, JAMES JOSEPH
40 COLLETTE, MYALIQUE COLLETTE
41 CRESPO, BARBARA SANDRINA
42 CUMMINGS, ESTELLA I
43 DEBROS, ADRIAN DOMINIQUE
44 DEVINE, JULIE DEAN
45 DOUBLET, ANGEL RENEE
46 DUOITE, NICHOLAS ALBERT
47 DUFFOUR, ELIZABETH B
48 DUFRENE, CRAIG A
49 DUFRENE, KYLIE MICHELLE
50 DUPOND, ASHLEY MARLETTE
51 DUPLANTIS, MELVIN THOMAS JR
52 ERWIN, DAVID G JR
53 EUGENE, SANDRA WASHINGTON
54 EVANS, TOMICA MARIE
55 FANCHER, ANGEL ANN
56 FISHER, LINDSAY ANN
57 FOLEY, JACQUELINE LEBLANC
58 FORD, DENISE DUFRENE
59 FORET, KAYLEE ELIZABETH
60 FORET, LESLIE WEBER
61 FRIEMAN, STACY LYNN
62 FRILOUX, BRAD ISREAL
63 GANUCHEAU, VINCENT JOSEPH JR
64 GAUBERT, RAY ANTHONY
65 GAUTHREAU, CHARLA JANELLE
66 GILBERT, WARREN
67 GLAES, JAMES ALAN JR
68 GRAPPAONNI, JERICO JAMES
69 GREENWOOD, CHARLES R.
70 GRIFFITH, STEVEN FRANKLIN
71 HALL, MICHAEL AUGUSTINE
72 HERNANDEZ, AMBER LYN
73 HILL, BRANDY DEIRDORA
74 HOFFMAN, EARL J JR
75 HOLLINGSWORTH, CRISTY M
76 HOLMES, IDA MAE
77 HOLTOW, MARK S
78 INGULLIA, JERRY D
79 JEANSONNE, CHRISTOPHER
80 JOHNSON, CARLA CHARLES
81 JOHNSON, TIFFANY MARIE
82 JOSEPH, WILBERT JR
83 KERNER, KANDYCE NICOLE
84 KNOXLOCK, VIKO CHERIE
85 LACROIX, THIRZA KELLER
86 LANDRY, ROBERT GATLIN JR
87 LANIER, LANCE MICHAEL
88 LASSERRE, LAURAN
89 LAWRENCE, VANESSA TOGADE
90 LAWSON, BEVERLY C
91 LEBLANC, JOANN MARCOSS
92 LEBLANC, RAY CHARLES
93 LEE, LAUREN JACKSON
94 LEZUNNE, WAYNE JAMES
95 LIMONIC, NANETTE
96 LUNAR, CECILIA GALE
97 LYMOUS, COREY MICAH
98 LYNGH, ANTHONY MICHAEL
99 MADERE, ROSS MICHEL
100 MADERE, SANDRA GULLORY
101 MALLETTE, ELISABETTA C
102 MARCUSO, THERESE WOLEBY
103 MATTHEWS, ELDORE DAVIS
104 MILLER, DAOUAN CEDRIC DARNELL
105 MILLER, JAMES B
106 MISSOU, AMY O
107 MONTEY, SYBEL M
108 MORRIS, BILLIE ANSWORTH
109 MULLER, ROCHELLE COMARDELLE
110 MULLER, STEPHEN A
111 MYERS, GUENDALOU W
112 NICOIA, AMY ELIZABETH
113 NOUSTENS, MYRA DOWALL
114 OBER, DONALD M III
115 OCOMOND, KELSIE CATHERINE
116 ODON, KIMBERLY MARIE
117 PARQUET, LLOYD JR
118 PECOT, SHEILA SHIRLEY
119 PERKINS, DARLENE DUPAQUIER
120 PETERS, MESHAN ELIZABETH
121 PFEFFER, HEIDI P
122 PHILLIPS, STANLEY J JR
123 PIZZO, EVE AARON
124 POCHÉ, PATRICIA M
125 POPLUS, ELISE JONES
126 POSEY, TATE
127 PULSIF, SARAHNA MICHELLE
128 QUINN, DARYN BURNELL
129 RAUFORD, ANN TREPAGNIER
130 RICHARD, NEIL JOSEPH
131 RIVARDE, DENISE MASEY
132 RIVETTE, CHRISTOPHER EDWARD
133 RIZZO, PETER J
134 ROBIN, KENNETH LOUIS
135 ROBINSON, JENNIFER MARIE
136 ROBINSON, LORETTA J
137 RODARTE, NORMA
138 ROMÉ, RONALD
139 ROME, WAYNE J
140 ROUSE, JOHN GEORGE
141 ROYAL, AISSA ANSHE
142 RYDLEWSKI, JORDAN ROSS
143 SAMPOGNARO, CLAIRE ARIANA
144 SAXON, DANIELLE NICOLE
145 SCHENAYDER, MICHAEL JOSEPH
146 SCHENAYDER, ERIC ANTHONY
147 SCHENAYDER, MADELE M
148 SCHUSTER, LINDA ANTHONY
149 SCOTT, DEBRA ANN
150 SCOTT, DOMENGA MICHELLE
151 SCOTT, JANIS K
152 SHELTON, CHRISTINE BRADIA
153 SIETA, ROSLYNN RICHARD
154 SIMMONS, WANDA SHARON
155 SINGLETON, PEARL HUNT
156 SLACK, VERDA MAE
157 SMITH, JEROME EARL
158 SMITH, LON MICHAEL
159 STEWART, ALICIA TANGIE MARIE
160 STINNETT, ERICA ELIZABETH
161 STPIERRE, KATHLEEN M
162 TALBOT, JOSEPH PAUL
163 TADMARIA, CONNIE M
164 TARULLO, JULES GIOVANNI
165 TERREBONNE, JAMIE GREMILLON
166 TERRELL, JULIAN PAUL
167 THOMAS, DANRY
168 THOMAS, DARLENE IRON
169 THOMAS, SHEYDONA RANDOLPH
170 THOMPSON, TACCOB TIMOTHY
171 THOMPSON, TERENCE ANTHONY
172 TOAL, STACY MICHELLE
173 TOUCHARD, CHRISTOPHER LUCIEN
174 TRIDICO, LAURIE GUARINO
175 TUCKER, ODIE KIRST JR
176 VICTOR, JULES JR
177 WAGUESPACK, JOSEPH BENJAMIN III
178 WATTERSON, ZACHARY RICHARD
179 WEAVER, SIMONE THERESA
180 WEBER, ALINE THIBODAUX
181 WEHNER, MELISSA CHABAUD
182 WELCH, TABATHA MARIE
183 WESTMORELAND, CAROLINE EYON
184 WHITE, ANTOINETTE G
185 WHITE, LATOYA TRENICE
186 WHITTAKER, GLEN THOMAS
187 WILLIAMS, ANGELA M
188 WILLIAMS, HERMAN LAWRENCE
189 WILLIAMS, KEITH ALEXANDER
190 WILLIAMSON, AMEE PETREY
191 WILSON, TORRELL V
192 WRIGHT, LEON ANATOLE
193 ZERINQUE, KENNETH PATRICK
194 ZERINQUE, MARK ANTHONY
195 ZERINQUE, SHERA FRANCIS
196 ZERINQUE, SHIRLEY PAUL

Publish February 11, 2016

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

St. Charles Parish Meeting Minutes Parish Council Final Council Chairman Wendy Benedetto Councilmembers Paul J. Hogan, Terrill D. Wilson, Mary K. Clute, Dick Gibbs, William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher, Julia Fisher-Perrier Monday, January 11, 2016 4:30 PM Council Chambers, Courthouse Organizational Meeting ATTENDANCE Present: 9 - Wendy Benedetto, Paul J. Hogan, Terrill D. Wilson, Mary K. Clute, John R. Dick, Gibb, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier Also Present Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Executive Assistant Andrea Coleman, Chief Administrative Officer Billy Raymond, Finance Director Grant Dussorn, Executive Director of Community Affairs Dwayne LaGrango, Executive Director of Technology and Communications Anthony Ays, Executive Director of Procurement and Government Buildings Darin Duhe, Legal Director Robert Raymond, Planning & Zoning Director Michael Albert, Grants Officer Holly Fonseca, Interim Public Information Officer Tylan Babin, Welfare Director Robbie Brou, Community Services Director Joan Tonglet Diaz, Economic Development & Tourism Director Corey Faucheur, Parks and Recreation Director Duane Fort, R.S.V.P. Director Mchelle Higgins, General Government Buildings Facilities Manager Philip Dufrene CALL TO ORDER Councilwoman Fletcher, 2015 Vice-Chairman, called the meeting to order at 4:34 pm. PRAYER / PLEDGE Pastor Chris Housewight Grace Point Church, Destrehan SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.) 2016-0001 Accept Nominations and Confirm Nomination - Presiding Officer for 2016, Chairman, St. Charles Parish Council Public comment opened, no public comment. Nominations: Councilman Wilson nominated Councilwoman Benedetto as Chairman Nominations Accepted A motion was made by Councilmember Wilson, seconded by Councilmember Hogan, to Close Nomination(s) for File No. 2016-0001. The motion carried by the following vote: Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0 Nominations Closed VOTE ON THE APPOINTMENT OF COUNCILWOMAN WENDY BENEDETTO Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0 Confirmed 2016-0002 Accept Nominations and Confirm Nomination - Presiding Officer for 2016; Vice-Chairman, St. Charles Parish Council Public comment opened, no public comment. Nominations: Councilman Woodruff nominated Councilwoman Fisher-Perrier as Vice-Chairman Nominations Accepted

A motion was made by Councilmember Woodruff, seconded by Councilmember Benedetto, to Close Nomination(s) for File No. 2016-0002. The motion carried by the following vote:

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Nomination(s) Closed VOTE ON THE APPOINTMENT OF COUNCILWOMAN JULIA FISHER-PERRIER

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Confirmed Chairman Benedetto continued with the remainder of the meeting

Chairman Benedetto announced that the meeting will recess for a few minutes.

2016-0003

Appoint Council Secretary Public comment opened, no public comment.

Nominations: Councilwoman Fisher-Perrier nominated Ms. Tiffany K. Clark Nominations Accepted

A motion was made by Councilmember Fletcher, seconded by Councilmember Woodruff, to Close Nomination(s) for File No. 2016-0003. The motion carried by the following vote:

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Nominations Closed VOTE ON THE APPOINTMENT OF MS. TIFFANY K. CLARK

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Confirmed 2016-0004

Adopt St. Charles Parish Council Rules Council Discussion

A motion was made by Councilmember Hogan, seconded by Councilmember Gibb, to Adopt the St. Charles Parish Council Rules. The motion carried by the following vote:

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Adopted 2016-0005

Adopt St. Charles Parish Council Expense Regulations Council Discussion

Amendment: to amend the proposed St. Charles Parish Council Expense Regulations as follows:

1. Index Page under "Advertising - Association Dues" delete "National Association of Black County Officials"

2. Index Page under "Communication" delete "Pager" and delete "Radio" and under "Maintenance of Property & Equipment" delete "Pager" and "Radio Repairs"

3. "Communication" delete "Pager Section"

4. "Communication" delete "Radio Section"

5. "Maintenance of Property & Equipment" delete "Radio and Pager" from the heading

6. "Travel - Regulations and Allowances" under "Section II: Transportation A: Travel Routes" the second sentence to read "All out of Parish mileage shall be computed on the basis of odometer readings or from point of origin to point of return on the basis of an electronic mapping program."

7. "Travel - Regulations and Allowances" under "Section III: Reimbursement for Travel, Subsidies and Other Expenses C: Other Expenses 6." to read "Subtle services to and from terminals or stations."

8. "Travel - General Travel Regulations/Travel Outside St. Charles Parish" "Reporting" delete the two existing paragraphs and replace with "Prior to traveling on official parish business, a Councilmember shall submit a Parish Travel Request Form. Prior to final reimbursement for expenses incurred, a Parish Travel Expense Form must be submitted to the Department of Finance."

9. "Travel - Travel within St. Charles Parish" replace the last two sentences with "A mileage Allowance (Non-accountable Plan) of \$200.00 per month shall be paid to each council member in lieu of a monthly reimbursement of mileage expenses. This taxable benefit will be disbursed by the St. Charles Parish Department of Finance on the second payroll of each month."

10. "Travel - Regulations and Allowances" under Section III: Reimbursement for Travel, Subsidies and other Expenses A: Transportation 1." the second sentence to read "Mileage incurred outside of the Parish shall be reimbursable in the amount established by the Administration."

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to Amend File No. 2016-0005. The motion carried by the following vote:

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Amended VOTE ON COUNCIL EXPENSE REGULATIONS AS AMENDED

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Adopted 2016-0012

Confirmation Hearing for Appointment of Director - Department of Planning and Zoning - Mr. Michael J. Albert

Reported: Mr. Cochran Parish President Recommended: Approval Public comment opened, no public comment.

VOTE ON THE CONFIRMATION OF MR. MICHAEL J. ALBERT

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Confirmed 2016-0013

Confirmation Hearing for Appointment of Director - Department of Community Services - Ms. Joan Tonglet Diaz

Reported: Mr. Cochran Parish President Recommended: Approval Public comment opened, no public comment.

VOTE ON THE CONFIRMATION OF MS. JOAN TONGLET DIAZ

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Confirmed 2016-0014

Confirmation Hearing for Appointment of Director - Department of Finance - Mr. Grant M. Dussorn

Reported: Mr. Cochran Parish President Recommended: Approval Public comment opened, no public comment.

VOTE ON THE CONFIRMATION OF MR. GRANT M. DUSSORN

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Confirmed 2016-0015

Confirmation Hearing for Appointment of Director - Department of Parks and Recreation - Mr. Duane P. Foret

Reported: Mr. Cochran Parish President Recommended: Approval Public comment opened, no public comment.

VOTE ON THE CONFIRMATION OF MR. DUANE P. FORET

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Confirmed 2016-0016

Confirmation Hearing for Appointment of Director - Department of Waterworks - Mr. Robert Brou

Reported: Mr. Cochran Parish President Recommended: Approval Public comment opened, no public comment.

VOTE ON THE CONFIRMATION OF MR. ROBERT BROU

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Confirmed 2016-0017

Confirmation Hearing for Appointment of Director - Department of Legal Services - Mr. Robert L. Raymond

Reported: Mr. Cochran Parish President Recommended: Approval Public comment opened, no public comment.

VOTE ON THE CONFIRMATION OF MR. ROBERT L. RAYMOND

Year: 9 - Benedetto, Hogan, Wilson, Clute, Gibb, Woodruff, Bellock, Fletcher and Fisher-Perrier Nay: 0

Confirmed 2016-0018

Confirmation Hearing for Appointment of Director - Department of Economic Development and Tourism - Mr. Corey Faucheur

Reported: Mr. Cochran Parish President Recommended: Approval Public comment opened, no public comment.

VOTE ON THE CONFIRMATION OF MR. COREY FAUCHEUX

Yeas: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nays: 0

Confirmed

2016-0006

Appointment of Chairman to the Operations, Maintenance, and Construction Management Committee
Council Chairman named Councilwoman Fletcher to act as Chairman.

Confirmed

2016-0007

Appointment of Chairman to the Legislative Committee
Council Chairman named Councilwoman Benedetto to act as Chairman.

Confirmed

2016-0008

Appointment of Chairman to the Contract/Finance and Administrative Committee
Council Chairman named Councilman Wilson to act as Chairman.

Confirmed

2016-0009

Appointment of Chairman to the Special Projects/Public Safety, Health, and Environmental Committee
Council Chairman named Councilman Hogan to act as Chairman.

Confirmed

2016-0010

Appointment of Chairman to the Hurricane Protection Projects Committee
Council Chairman named Councilwoman Fisher-Perrier to act as Chairman.

Confirmed

ADJOURNMENT

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Wilson, to adjourn the meeting at approximately 5:04 pm. The motion carried by the following vote:

Yeas: 9 - Benedetto, Hogan, Wilson, Clulee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nays: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark
Council Secretary

Publish February 11, 2016

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, FEBRUARY 1, 2016, 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.

2016-0026
INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
ORDINANCE NO. 16-2-1

An ordinance to amend Ordinance No. 15-6-19 by extending the installation of "NO PARKING" signs on both sides of Ash Street from the Pine Street side of the driveway from the property line at 341 Ash Street to its intersection with Pine Street in Boutte.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 15-6-19 on June 15, 2015, which approved the installation of no parking signs on both sides of Ash Street starting from the Pine Street side of the driveway located at 322 Ash Street up to its intersection with Pine Street in Boutte; and,

WHEREAS, it is the desire of the Parish Council to extend the no parking signs to the property line at 341 Ash Street up to its intersection with Pine Street in Boutte; and,

WHEREAS, vehicles parking on both sides of this street are repeatedly causing an obstruction for school buses, garbage trucks, and other vehicles; and,

WHEREAS, traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9; and,

WHEREAS, in accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That "NO PARKING" signs be installed on both sides of Ash Street from the Pine Street side of the driveway from the property line at 341 Ash Street to its intersection with Pine Street in Boutte.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DIVISION PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETO SECRETARY: [Signature]
AT: 3:50pm RECD BY: [Signature]

2016-0035
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 16-2-2

An ordinance to approve and authorize the Parish President to acquire a 6,770.63 SF perpetual drainage servitude over property identified as Parcel DS6-1 in Section 7, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from Coleen Perilloux Landry, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Improvements.

WHEREAS, the area near Evangeline Road in Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, an Engineering Analysis was completed along the length of the Coulee Canal, which produced recommendations to improve the drainage conveyance system in said area including cleaning and reshaping the Coulee Canal; and,

WHEREAS, the proposed drainage improvement project requires the acquisition of a perpetual drainage servitude over Parcel DS6-1 in Section 7, Township 12 South - Range 7 East, Town of Montz, St. Charles Parish, Louisiana, described in the Act of Servitude attached hereto; and,

WHEREAS, the drainage project and the acquisition of the herein described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of \$2,218.00 the property more particularly described in the Act of Servitude attached hereto and made a part hereof, from Coleen Perilloux Landry and/or all other owners of record, as their interests may appear, said property is to be used by St. Charles Parish for drainage purposes, including but not limited to the cleaning and reshaping of the Coulee Canal.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DIVISION PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETO SECRETARY: [Signature]
AT: 3:50pm RECD BY: [Signature]

UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF ST. CHARLES

ACT OF SERVITUDE

BE IT KNOWN, that on this \_\_\_ day of \_\_\_, in the year two thousand and sixteen (2016),

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in the presence of the two competent witnesses hereinafter undersigned; PERSONALLY CAME AND APPEARED:

COLEEN PERILLOUX LANDRY WIFE OF/AND ELGIN J. LANDRY being persons of the full age and majority, domiciled in the Parish of St. Charles, State of Louisiana, who declared unto me, Notary, and that they are presently living and residing together and their present mailing address is 17832 River Road, Montz LA, 70068; ELGIN J. LANDRY appears herein for the sole purpose of acknowledging that the servitude being granted herein is the separate and paraphernal property of COLEEN PERILLOUX LANDRY;

Herein after referred to as "GRANTOR"

-and-

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by LARRY COCHRAN, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 15-2-2 adopted by St. Charles Parish Council on the 1st day of February, 2016, a copy of which is attached hereto and made a part hereof;

Herein after referred to as "GRANTEE"

GRANTOR does hereby grant, present, dedicate, assign, transfer, deliver, and set over a drainage servitude, easement, and right-of-way described as Parcel DS6-1 unto GRANTEE to locate, construct, maintain, repair, operate, patrol and replace a drainage channel, including all appurtenances thereto, through, around, under, and/or over the following described property situated in St. Charles Parish, reserving, however, to the GRANTOR, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines, said property being more particularly described as follows:

LEGAL DESCRIPTION

THAT PORTION of the Coulee Canal Maintenance & Access Servitude located across a portion of ground being 1 arpent front at the river, in Section 7, Township 12 South - Range 7 East, Town of MONTZ, St. Charles Parish, Louisiana, being the property of Coleen Perilloux Landry and is more fully described as follows:

COMMENCE at the southwest corner of Lot 44A-1, Bobercy Plantation / Evangeline City Subdivision, Square 1, Unit 3;

THENCE, proceed along the westerly line of Lot 5D-3, Bobercy Plantation, S 43°41'45" W a distance of 26.10 feet to the POINT OF BEGINNING;

THENCE, continue along the common property line of Lot 5D-3, Bobercy Plantation and the property of Coleen Perilloux Landry, S 43°41'45" W a distance of 58.30 feet to a point;

THENCE, proceed along a non-tangent curve right, in a northwesterly direction, with a radius of 151.50 feet, having an arc length of 26.18 feet, along a chord bearing of N 66°39'10" W a chord of 26.14 feet to a point of tangency;

THENCE, proceed N 51°42'11" W a distance of 97.01 feet to a point on the common property line of Lot 3 and property of Coleen Perilloux Landry;

THENCE, proceed along the aforesaid common property line, N 44°27'46" E a distance of 55.32 feet to a point;

THENCE, proceed S 51°42'11" E a distance of 91.07 feet to a point of curve;

THENCE, proceed along a curve to the left, in a southeasterly direction, with a radius of 96.50 feet, having an arc length of 32.12 feet, along a chord bearing of S 61°14'21" E a chord of feet 31.97 to a point on the common property line of Lot 5D-3, Bobercy Plantation and the property of Coleen Perilloux Landry, being the POINT OF BEGINNING.

The above described portion of ground contains 6,770.63 square feet or 0.155 acres. All in accordance with the attached plan of DRAINAGE SERVITUDES by G.E.C., Inc., Job No. 413-2080106.004, dated April 21, 2015; revised August 25, 2015.

TO HAVE AND TO HOLD said servitude, easements, and rights of way unto said GRANTEE, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of TWO THOUSAND TWO HUNDRED AND EIGHTEEN AND NO/100 (\$2,218.00) DOLLARS, which GRANTEE has paid cash in hand, in current money, to said GRANTOR, who acknowledge the receipt thereof and grant full acquittance and discharge thereof.

GRANTOR grants unto GRANTEE the right of ingress and egress to and from said servitude to locate, construct, maintain, repair, operate, patrol and replace a drainage channel, including all appurtenances thereto. GRANTOR retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all damages, which GRANTOR may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, servitude.

THUS done, read and passed at my office in the City of Hahnville, Parish and State aforesaid, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, the day, month and year first above written.

WITNESSES: GRANTOR:
COLEEN PERILLOUX LANDRY

WITNESSES: ELGIN J. LANDRY

WITNESSES: GRANTEE:
PARISH OF ST. CHARLES
BY: LARRY COCHRAN
ITS: PARISH PRESIDENT

NOTARY PUBLIC
ROBERT L. RAYMOND - NO. 11408

2016-0036
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. 16-2-3

An ordinance to approve and authorize the execution of a Lease Agreement between St. Charles Parish and Perque Real Estate of LA, LLC, for temporary library location during renovations of the West Regional Library.

WHEREAS, the St. Charles Parish Library, at its meeting of November 17, 2015; authorized the Library Director to pursue a lease agreement with Perque Real Estate of LA, LLC of Suite A of the commercial building located at 12439 Hwy 90, Luling, Louisiana, which contains approximately 4125 square feet; and,

WHEREAS, the property is to be used by the St. Charles Parish Library as a temporary library location during the renovation of the West Regional Library.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Lease Agreement between St. Charles Parish and Perque Real Estate of LA, LLC of Suite A of the commercial building located at 12439 Hwy 90, Luling, Louisiana, which contains approximately 4125 square feet, is hereby approved and accepted.

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

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DIVISION PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETO SECRETARY: [Signature]
AT: 3:50pm RECD BY: [Signature]

PERQUE REAL ESTATE OF LA, LLC.
GROSS COMMERCIAL LEASE AGREEMENT

THIS LEASE, dated the \_\_\_ day of \_\_\_, 2016 ("Effective Date"), by and between Perque Real Estate of LA, LLC. (hereinafter "Lessor") and St. Charles Parish on behalf of the St. Charles Parish Library, 160 W. Campus Drive, PO Box 1029, Destrehan, LA 70047 (hereinafter "Lessee"),

WITNESSETH:

- 1. LEASED PREMISES: In consideration of the rental stated herein and their mutual covenants, Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions herein, the following described premises: Suite A of the commercial building located at 12439 Hwy 90, Luling, Louisiana, which contains approximately 4125 square feet.
2. TERM: The term of this lease shall commence on the date that Lessee takes possession of the leased premises and expire 10 months thereafter. The lease shall automatically renew on a month to month basis thereafter absent a party providing prior written notice of its intent not to renew the lease. Collectively, the foregoing is referred to as the "Term."
3. RENTAL: Lessee agrees to pay to Lessor, without deduction, set off, prior notice, or demand, rental during said term payable on the first day of each month in advance monthly installments of \$4000 per month for each month of the Term. The first month's rent shall be due and payable upon the earlier of the Lessee taking possession of the Leased Premises or March 1, 2016, and the monthly installments thereafter shall be due and payable on or before the first day of each calendar month succeeding the commencement date during the Term.

All rentals due under this lease are payable to the order of Perque Real Estate of LA, LLC, and must be delivered to its manager and agent Chris Perque at the address indicated in the notice section below, or as Lessor or his succession representative may hereafter from time to time designate in writing.

If Lessor's insurance costs or property taxes are increased twenty five percent or more in any annual period during the term, Lessor may charge Lessee for the remainder of the term an additional monthly rental amount equal to the pro rata portion of such costs, with the pro rata portion calculated based on the square footage of the leased premises as compared to the total interior square footage of the building containing the leased premises. Any such additional monthly rental amount shall be paid by Lessee to Lessor on the first day of each month in advance monthly. If any such additional rental is charged to Lessee, Lessee may, within 180 days of receiving the initial notice that any such additional rental amount is due, request that this lease be converted to a month to month lease, which thereafter may be terminated by either party by either party by providing the other party thirty days prior written notice.

4. DEPOSIT: Upon the Effective Date of the Lease, Lessee shall pay Lessor a deposit in an amount of \$6000, which shall become non-refundable and retained by Lessor if Lessee does not take possession of the Leased Premises on or before March 1, 2016. If Lessor takes possession on or before that date, that sum shall be retained by Lessor as a security deposit. If Lessee does not take possession of the Leased Premises on or before March 1, 2016, it may extend its option to take possession of the Leased Premises for an additional 30 days by paying a non-refundable \$2000 option fee. If Lessee does not take possession of the Leased Premises on or before March 1, 2016 and fails to pay the \$2000 option fee, either party may terminate this Lease at will upon providing written notice to the other party. If Lessee pays the option fee and fails to take possession of the Leased Premises by March 31, 2016, either party may terminate this Lease at will upon providing written notice to the other party.

It is expressly understood that the deposit shall not be considered an advance payment of rental or a measure of Lessor's damage in case of default by Lessee or breach by Lessee of Lessee's covenants under this lease. Lessor may, from time to time, without prejudice to any other remedy, and following 20 day written notice to Lessee, use the security deposit to the extent necessary to make good any default of rent and/or damage, injury, expense or liability caused to Lessor by the event of default or breach of covenant, any remaining balance of the security deposit to be returned by Lessor to Lessee upon termination of this lease.

5. DELIVERY OF PREMISES: That the repairs as set forth in the attached Addendum shall be completed by the Lessor prior to March 1, 2016. Lessor hereby accepts the premises in their existing condition and assumes responsibility for the condition of the leased premises subject to Lessor's obligations set forth in this Lease, except as set forth in the Addendum hereto. Any improvements or alterations desired by Lessee shall be at Lessee's cost, with Lessor's prior written approval.

6. KIND OF BUSINESS: Lessee shall occupy the premises throughout the full Term of the lease, and the principal business to be conducted is a public library and related services. Lessee agrees to comply with (and to indemnify Lessor from any violations of) all laws or ordinances relative to Lessee's use of the premises.

7. ALTERATIONS: All alterations, replacements and improvements made upon the premises during the lease, including lighting, electrical wiring, office partitions, all heating and air conditioning, shall be done only with the prior express written consent of Lessor and shall become the property of Lessor upon the expiration of the lease. However, those certain trade fixtures, machinery and equipment installed by Lessee solely for use in its business shall remain the property of Lessee; such trade fixtures, machinery and equipment installed by Lessee shall be removed at the expiration of the lease, provided the lease not then be in default, and provided the premises are returned to the same conditions when let. In the event Lessee fails to remove any such fixtures, machinery or equipment installed by it, Lessor may at its option and at Lessee's expense demolish, remove and dispose of all such items or may retain as property of Lessor without reimbursement to Lessee. Lessee undertakes that no lien, privilege, or claim of any kind shall rest against the leased premises from any repairs, alterations, additions or improvements, or from the construction of any building or buildings, and agrees to furnish, at its own cost, to Lessor, upon Lessor's request therefor, the bond of a responsible surety company, qualified to do business in the State of Louisiana, and reasonably acceptable to Lessor, conditioned to hold Lessor and the leased premises harmless against any such lien, privilege, or claim, said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions or improvements. No consent of Lessor for Lessee to make improvements or repairs to the premises shall be deemed to permit Lessor's interest to become subject to labor or material liens.

8. DELIVERY AT EXPIRATION OF LEASE: At expiration of this lease, Lessee shall redeliver to Lessor the premises in good order and condition clear of all goods and broom cleaned and shall make good all damages to the premises, except for normal or usual wear and tear damage by use or the elements, and shall remain liable for holdover rent until the premises with keys shall be returned in such order to Lessor. No demand or notice of such delivery shall be necessary, Lessee expressly waiving all notices and legal delays.

9. INSOLVENCY, ETC. AS DEFAULT: In the event of Lessee's bankruptcy, receivership, insolvency, attachment by law of its contents, or assignment for the benefit of creditors, or Lessee's failure to maintain a going business in the premises, Lessor may immediately upon written notice to Lessee declare a default in the lease.

10. DEFAULT BY LESSEE: Should Lessee fail to pay any of the rentals provided for herein promptly on the day when the same shall become due and payable hereunder, and shall continue in default for a period of fifteen (15) days after written notice thereof by Lessor, or should Lessee fail to comply with any of the other obligations of this lease, within thirty (30) days from the mailing by Lessor of notice demanding same, Lessor shall have the right, at Lessor's option (a) to cancel this lease, or (b) to sue for the rents in arrears or as the same accrues. The foregoing provisions are without prejudice to any remedy which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract, or to any lien to which Lessor may be entitled.

If Lessee has taken steps to cure any default not curable in twenty (20) days, such additional reasonable time as is necessary to cure such default shall be granted Lessee.

11. RIGHT TO SHOW SIGN: Lessor reserves the right to keep posted on the premises signs "For Sale" or "By Auction" at any time during the term of this lease and also post "For Lease" or "For Rent" signs during the 120 days preceding the expiration of this lease, and Lessee must allow parties authorized by Lessor or Agent to visit the premises in view of buying during the term of this lease and in view of renting for 120 days prior to expiration, from 9 A.M. to 5 P.M. During said 120 day period Lessee shall have the right to post signs indicating that it is not going out of business but relocating to a designated location.

12. RIGHT OF ENTRY: Except as otherwise provided herein, Lessor may with two (2) business days prior written notice enter the premises at reasonable times to inspect the same, to make repairs and alterations, or to run pipe or electric wire, as Lessor may deem necessary and appropriate provided that Lessor will not unduly inconvenience Lessee's business.

13. SIGNS: Unless otherwise agreed in this lease, Lessee shall not be permitted to place any signs on the premises without Lessor's prior written approval; such approval shall not be unreasonably withheld. Lessee is solely responsible for costs associated with any such sign, including without limitation fabrication, installation and maintenance costs. If Lessee places a sign on the pylon in front of the leased premises, Lessee shall pay an additional \$100 per month for the duration of the Term as an advertising fee. Upon termination of this lease, Lessee shall remove any sign, advertisement or notice painted on or affixed to the leased premises and restore the place it occupied to the condition in which it existed as of the date of this lease. Upon Lessee's failure to do so, Lessor may do so at Lessee's expense.

14. CONDITION AND UPKEEP OF PREMISES: Lessee will at Lessee's sole expense keep and maintain in good repair the entire leased premises including without limitation interior walls, floors, ceilings, ducts, utilities, and lighting and plumbing and also including the loading dock and any parking area exclusively used by Lessee. Lessor shall be responsible only to maintain the roof, foundations, air conditioning equipment on the exterior to the Leased Premises and outside walls (not including doors and floors, but including all plumbing within the exterior walls and foundation). Where contractors' or manufacturers' warranties are applicable and the Lessee advises the Lessor in writing of the need for such repair, the Lessor, at its option, will enforce such warranties for Lessee's benefit or assign such warranties to Lessee for Lessee to enforce. However, Lessor shall not be obliged to make any repair unless it shall be notified in writing by Lessee of the need of such repair and shall have had a reasonable period of time to make such repair, and shall not be liable to make any repair occasioned by Lessee's acts within the premises. Lessor shall not be liable for any damage or loss in consequence of defects in the leased premises causing leaks, stoppage of water, sewer or drains or any other defects about the building and premises, including air conditioning and heating, unless it shall have failed to repair defects for which it is responsible within a reasonable time following written demand of Lessee to do so.

It is specifically acknowledged that safety and replacement of the plate glass is Lessee's responsibility, as well as keeping pipes from freezing in the winter.

Lessee shall immediately repair any damages caused by Lessee that threaten or weaken the structure or detract from the appearance of the premises. Lessee shall also maintain a high degree of neatness and cleanliness. If Lessee does not correct the damages and/or clean the premises within five (5) days of written notification by Lessor, Lessor may proceed with repairs and/or clean-up at Lessee's expense.

Lessee agrees not to store merchandise or leave trash outside the leased premises. All trash shall be kept in containers. Should Lessee be in default in the requirements of this provision, Lessor may, after notice to Lessee, remedy such default at Lessee's expense, and such expense shall be treated as additional rental due under this lease by Lessee.

15. FIRE AND CASUALTY CLAUSE: In case the said premises shall be so damaged by fire or other cause as to be rendered untenable and necessary repairs cannot be made within 180 days, this lease shall terminate as of the time the premises were rendered untenable.

16. INSURANCE AND INDEMNITY:
Liability and Property Damage: Lessee shall at all times during the full term of this lease and during the full term of any holdovers or other rental agreements, carry and maintain at its own cost and expense, General Public Liability Insurance against claims for personal injury or death and property damage occurring on the leased premises, such insurance to afford protection to both Lessor and Lessee, as their interests may appear, including coverage for the contractual liability of Lessee to Lessor assumed hereunder, and is to be maintained in reasonable amounts, having regard to the circumstances, and the usual practice at the time of prudent owners and lessees of comparable facilities in the Southeastern Louisiana Area, but in no event in amounts less than \$1,000,000 with respect to bodily injury or death to any one person, \$1,000,000 with respect to any one accident, and an aggregate liability of \$2.0 million. Lessee shall deliver to Lessor evidence of such insurance and all renewals thereof.

Fire and Extended Coverage: Lessee shall, at all times during the full term of this lease, keep all contents of and improvements made by Lessee to the leased premises in and on the demised premises insured to 100% of the full replacement value thereof against loss by fire and extended coverage (including loss of rent insurance) and maintain such insurance at all times as specified herein. Lessor shall maintain fire insurance on the building structure.

Placement of Insurance: All of the aforementioned policies of insurance shall be written and maintained in responsible insurance companies duly authorized and licensed to do business in and to issue policies in the State of Louisiana and shall name Lessor thereon as an additional named insurer. The policies providing for the protection discussed above may remain in the possession of Lessee, provided, however, that Lessee furnish satisfactory evidence to Lessor or the Lessor's mortgagee that such policy or policies fulfill the requirements of this lease.

Voiding Insurance: Lessee will not permit the herein demised premises to be used for any purpose which would render the insurance thereon void.

Indemnity: Lessee shall and will forever indemnify and save harmless Lessor from and against any and all liability, penalties, expense, cause of action, suits, claims or judgments for death, injury, or damages to persons or property during the term of this lease while on or arising out of the use, occupation, management or control of the leased premises and immediately adjacent property and sidewalk, or any act of operation on any thereof, arising out of, in whole or part, the negligence of Lessee or its sublessees or their respective agents or employees or otherwise. Lessee shall and will, at its own expense, defend any and all suits that may be brought against Lessor, or any of them, or in which Lessor, or any of them, may be implicated with others, upon any such above mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments that may be recovered against Lessor, or any of them, in any such action or actions in which Lessor, or any of them, may be a party defendant.

17. UTILITIES: All utility charges on the leased premises shall be paid by Lessee, including cost of heat, electric current, gas, waste removal, sewerage and any other special fees.

18. ATTORNEY'S FEES AND EXPENSES: In the event it becomes necessary for either party to employ any attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants and agreements herein contained, the unsuccessful litigant

shall be liable for reasonable attorney's fees, costs and expenses incurred by the other party.

19. NOTICE: Any notice provided for herein must be in writing and will be deemed given when deposited by certified mail (regardless of when or if received by the addressee), or when actually delivered in person to the parties or their designated agents at the following address, email address, or at such other addresses as they may from time to time direct.

Lessor:

Attn: Chris Perque
Gardere, Wynne & Sewell LLP
1000 Louisiana St., Suite 2000
Houston, TX 77002-5011
Office (713) 276-5020
Facsimile (713) 276-6020

Lessee:

Attn: Leann Benedict, MLIS, Director
St. Charles Parish Library
160 W. Campus Drive
PO Box 1029
Destrehan, LA 70047
Phone: (985) 764-9643 x103
Fax: (985) 764-1744
leann.benedict@mynsopl.org

In addition to or in lieu of the foregoing, at Lessor's option, notice to the Lessee may be given by affixing such notice to the principal entrance to the leased premises.

20. CONDEMNATION: If the leased premises be subjected to any eminent domain proceedings, the lease shall terminate if all of the leased premises are taken or if the portion taken is so extensive that the residue is wholly inadequate for Lessee's purpose.

21. QUIET POSSESSION: Lessor agrees to warrant and defend Lessee in its quiet and peaceful possession of the premises so long as the lease is not in default.

22. LEASE HOLDOVER: Should Lessee remain on the premises after expiration of this lease agreement, Lessor has the option to interpret such actions as creating a month-to-month lease at a rental of one hundred and twenty-five percent (125%) higher than that payable for the last month of the lease term, or to consider the holding over a trespass.

23. ENTIRETY OF UNDERSTANDING IN WRITTEN LEASE: It is agreed that the entire understanding between the parties is set out in the lease and any riders which are hereto annexed, and that this lease supersedes and voids all prior proposals, letters and agreements, oral or written. The law of Louisiana where the leased premises are situated shall apply.

24. WAIVER: Failure of Lessor to declare immediately upon occurrence thereof or delay in taking any action in connection therewith shall not waive such default, but Lessor shall have the right to declare any such default at any time; no waiver of any default shall alter Lessee's obligations under the lease with respect to any other existing or subsequent default.

25. BINDING ON HEIRS, ETC.: It is further agreed by the parties to this lease that all of the covenants and agreements enumerated herein shall be binding upon and inure to the benefit of both parties hereto and their respective legal representatives, heirs, successors and assigns throughout the life of this instrument.

26. SUBROGATION: Neither the Lessor nor the Lessee shall be liable to the other for the loss arising out of damage to or destruction of the leased premises, or the building or improvements of which the leased premises are a part thereof, when such loss is caused by any of the perils which are or could be included within or are insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Said absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Lessor or Lessee or by any of their respective agents, servants or employees. It is the intention and agreement of the Lessor and the Lessee that the rentals reserved by this lease have been fixed in contemplation that each party shall fully provide his own insurance protection at his own expense, and that each party shall look to his respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Lessee shall not have any interest or claim in the Lessor's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

27. SUBORDINATE TO MORTGAGE: At the option of Lessor's mortgagee, the Lessee agrees to subordinate this lease to any mortgage, deed of trust or encumbrance which the Lessor may have placed, or may hereafter place, on the premises. Lessee agrees to execute, on demand, any instrument which may be deemed necessary or desirable to render such mortgage, deed of trust or encumbrance, whenever made, superior and prior to this lease.

28. CONFLICTS: If there is any conflict between the printed portions and the typewritten or handwritten portions, the typewritten or handwritten portion shall prevail.

29. BENEFITS OF PARTIES: All of the provisions contained herein shall be bound upon and shall be inured to the benefit of Lessor and Lessee, their heirs, executors, administrators, successors and assigns (as the case may be) and all of the provisions contained herein granting rights to Realtor, if any, shall inure to the benefit of any may be enforced by Realtor, its successors or assigns.

30. LEASE RECORDATION: All parties to this lease may, but shall not be obligated to, record notice of this lease.

31. NOTICE: Any notice or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered whether actually received or not when sent via email or deposited in the United States mail, postage prepaid, addressed to the parties hereto at their respective addresses as they have heretofore specified or may hereafter specify by written notice delivered in accordance herewith.

IN WITNESS WHEREOF, the parties have set their hands to duplicate original copies as to the day and year first above written.

Chris Perque, as the Managing Member of
Perque Real Estate of LA LLC.
LESSOR

Larry Cochran
St. Charles Parish President
LESSEE

ADDENDUM

Lessor agrees to make the following repairs at its expense in connection with Lessee taking possession of the Leased Premises, as described in paragraph 5:

- (1) Fix the gap beneath the door on the back left side of the building that leads to the grassy area on the side of the building.
(2) Clean mold on the baseboards and add baseboards where missing.
(3) Replace burnt fluorescent lights in ceiling.
(4) Replace lighting that was removed from the small room towards the back on the right side.
(5) Repair hole on the left exterior wall.

2016-0037
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 16-2-4
An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P111002-18, Road Maintenance 2015, to balance the contract quantities with actual quantities resulting in an increase of \$111,587.03 and a decrease in time of twenty-five (25) days.

WHEREAS, Ordinance No. 15-8-9 adopted August 17, 2015 by the St. Charles Parish Council awarded construction of Parish Project No. P111002-18, Road Maintenance, to Barriere Construction Co., LLC; and,

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in an increase to the contract amount by \$111,587.03 and a decrease in time of twenty-five (25) days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for Parish Project No. P111002-18, Road Maintenance 2015, to balance the contract quantities with actual quantities resulting in an increase of \$111,587.03 and a decrease in time of twenty-five (25) 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: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 1st day of February, 2016, to become effective five (5) days after this publication in the official journal.

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

PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:50 PM RECD BY: [Signature]

SECTION 00806
CHANGE ORDER

DATE OF ISSUANCE: December 8, 2015 EFFECTIVE DATE:
OWNER: St. Charles Parish
CONTRACTOR: Barriere Construction Co., L.L.C.
Contract: 2015 Road Maintenance Program
Project: Road Maintenance 2015
OWNER'S Contract No.: P111002-18 ENGINEER'S Project No.: 51,060105,018
ENGINEER: GBC, Inc.

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. Base Bid Item #7: Adjustment of Drainage Structures
Delete item in its entirety. (- \$300.00)
b. Base Bid Item #9: Relocation of Infrastructure Items
Delete item in its entirety. (- \$20,000.00)
c. Base Bid Item #11: Shoulder Material (Stone Fill)
Delete item in its entirety. (- \$10,011.75)

d. Alternate Bid Item #7: Adjustment of Drainage Structures
Delete item in its entirety. (- \$330,661.75)
Total of Deduction of Items = (- \$330,661.75)

2. Add the Following Work Items:
a. Alternate Bid Item #13: Additional Mobilization
Add Lump Sum item. (+ \$10,000.00)
Total of Additions of Items = (+ \$10,000.00)

- 3. Revise the Following Work Item Quantities:
a. Base Bid Item #2: 2-Inch Depth Cold Plane
The quantity is to be changed to 24,535.40 SF. (+ \$ 2,006.40)
b. Base Bid Item #3: 2-Inch Depth Asphaltic Wearing Course
The quantity is to be changed to 3,131.25 TON. (+ \$ 60,752.25)
c. Base Bid Item #4: 6-Inch Depth Asphalt Patching
The quantity is to be changed to 981.15 TON. (+ \$ 5,050.50)
d. Base Bid Item #5: ReflectORIZED Raised Pavement Markers
The quantity is to be changed to 50 EACH. (+ \$ 152.00)
e. Base Bid Item #6: Adjustment of Manholes
The quantity is to be changed to 1 EACH. (+ \$ 500.00)
f. Base Bid Item #8: Adjustment of Water Valves
The quantity is to be changed to 1 EACH. (+ \$ 175.00)
g. Base Bid Item #10: Shoulder Material (Earthen Fill)
The quantity is to be changed to 10,235 L.F. (+ \$ 6,093.90)
h. Base Bid Item #12: Shoulder Material (Reclaimed Material)
The quantity is to be changed to 2,005 L.F. (+ \$ 5,374.00)
i. Alternate Bid Item #2: 2-Inch Depth Cold Plane
The quantity is to be changed to 34,473.40 SF. (+ \$ 6,571.40)
j. Alternate Bid Item #3: 2-Inch Depth Asphaltic Wearing Course
The quantity is to be changed to 4123.31 TON. (+ \$ 97,027.83)
k. Alternate Bid Item #6: 6-Inch Depth Asphalt Patching
The quantity is to be changed to 1884.02 TON. (+ \$ 25,997.40)
l. Alternate Bid Item #5: ReflectORIZED Raised Pavement Markers
The quantity is to be changed to 71 EACH. (+ \$ 264.00)
m. Alternate Bid Item #6: Adjustment of Manholes
The quantity is to be changed to 6 EACH. (+ \$ 100.00)
n. Alternate Bid Item #8: Adjustment of Water Valves
The quantity is to be changed to 4 EACH. (+ \$ 103.00)
o. Alternate Bid Item #9: Shoulder Material (Earthen Fill)
The quantity is to be changed to 19,211 L.F. (+ \$ 16,968.15)
p. Alternate Bid Item #10: Shoulder Material (Stone Fill)
The quantity is to be changed to 593 L.F. (+ \$ 10,582.23)
q. Alternate Bid Item #11: Shoulder Material (Reclaimed Material)
The quantity is to be changed to 300 L.F. (+ \$ 5,513.00)
Total of Change in Work Items Quantity = (+ \$ 132,248.78)

Reason for Change Order:

- 1. Deleted Work Items:
a. The Adjustment of Drainage Structures (base bid) item was estimated on the total length of the project prior to bid, but was not required during construction.
b. The Relocation of Infrastructure (base bid) item was included to relocate utility structures should they have been found during construction. There were no utility structures found, therefore this item was not required.
c. The Stone Fill Shoulder Material (base bid) item was estimated on the total length of the project prior to bid, but was not required during construction. The earthen fill shoulder material was used in most of the areas where this item was estimated to have been used.
d. The Adjustment of Drainage Structures (alternate bid) item was estimated on the total length of the project prior to bid, but was not required during construction.
2. Add Work Items:
a. Additional cold plane and overlay work on Sixth St. was requested by the Parish after all cold plane and overlay operations had been completed for this project. The addition of another mobilization item in the amount of \$10,000.00 was included to bring the equipment back to Sixth St. to do this work.
3. Revise Work Item Quantities:
a. There was an additional 2,006.40 square yards of cold planing that took place under the base bid. This 9% overrun is due to the additional 2,416 square yards of work that took place on James Drives East & West, next to the Bunge plant, per the Parish's request.
b. The wearing course increase of 653.25 tons is due to the work next to the Bunge plant as mentioned in section 3a. The estimated quantity from James Dr. is 733.46 tons, which brings the quantity above what was originally estimated.
c. The removal of 38.85 tons for 6 inch patching is a result of the construction quantity differing by 4% of the estimated quantity.
d. The reflectORIZED raised pavement markers were estimated on total length of project prior to bid, but quantities from construction required this item to be increased by 27. These markers are placed to show the location of fire hydrants along a street. Where a hydrant is located on the corner of a street within this program, markers were also added to the nearby intersecting street, even though that street may not be in this program. This was done for the benefit, safety, and welfare of the general public.
e. The adjustment of manholes was estimated on total length of project prior to bid, but quantities from construction resulted in a decrease of 1 manhole adjustment.
f. The adjustment of water valves was estimated on total length of project prior to bid, but quantities from construction resulted in a decrease of 5 water valve adjustments.
g. Of all 3 shoulder material contract items, the earthen material was almost exclusively used for streets that fell under the base bid. The estimated quantities for the 3 different shoulder materials were broken down evenly for each of the items; the stone item was not used and the reclaimed asphalt was only used on James Dr. for the base bid.
h. There was an additional 6,571.40 square yards of cold planing that took place under the Alternate 1 bid streets. The majority of this overrun is due to the additional work requested by the Parish on Sixth St., which resulted in 6,570.5 square yards of cold planing. The added quantity is a 24% increase.
i. The wearing course increase of 1,043.31 tons has multiple reasons for being increased. As stated in 3b above, the majority of this overrun is due to the additional work requested by the Parish on Sixth St., which resulted in 762.43 additional tons of wearing course. Approximately 83 tons were placed on Loupe St., which was also additional work added to this program per the request of the Parish. The remaining overrun quantities are due to the bid quantities being estimated prior to construction and added quantity to assist in drainage, especially at cul-de-sacs.
j. The removal of 199.98 tons for 6 inch patching is a result of the construction quantity differing by 10% of the estimated quantity.
k. Similar to 3d above, the reflectORIZED raised pavement markers were estimated on total length of project prior to bid, but quantities from construction required this item to be increased by 71. Markers were added to intersecting streets, even though that street may not be in this program, where a hydrant is located on the corner of a street in this program.
l. The adjustment of manholes was estimated on total length of project prior to bid, but quantities from construction resulted in a decrease of 3 manholes.
m. The adjustment of water valves was estimated on total length of project prior to bid, but quantities from construction resulted in a decrease of 3 manholes.
n. As mentioned above in 3g, the earthen material was almost exclusively used in this project. The estimated quantities for the 3 different shoulder materials were broken down evenly for each of the items; earthen material was used in many places where the other shoulder materials were estimated to be used. Although there is an increase of 19,211 LF of this item, the stone material and RAP material items are decreased significantly.
o. Only Loupe St. used stone as a shoulder material. The total amount used is 595 LF, or 9% of what was estimated for the Alternate 1 bid.
p. Reclaimed Asphalt Pavement material was only used on Julia St. as shoulder material. The total amount used is 300 LF, or 5% of what was estimated for the Alternate 1 bid.

Attachments:

- Executed Work Directive 1 for additional work on Loupe St. (addition of contract time included)
Executed Work Directive 2 for additional work on James Dr. East and West (addition of contract time included)
Executed Work Directive 3 for additional work on Sixth St. (addition of contract time included)

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIMES. It details original contract price, net increase/decrease from previous change orders, and contract time changes.

RECOMMENDED: [Signature]
APPROVED: [Signature]
ACCEPTED: [Signature]
By: [Signature] ENGINEER (Authorized Signatory)
By: [Signature] OWNER (Authorized Signatory)
By: [Signature] CONTRACTOR (Authorized Signatory)
Date: 12/17/15 Date: 2/2/16 Date: 12/17/15

2016-0038
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. 16-2-5

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement between St. Charles Parish and the District Attorney of the 29th Judicial District for the Director of Legal Services for St. Charles Parish to be an Assistant District Attorney.

WHEREAS, the Parish President has appointed and the Parish Council has confirmed Robert L. Raymond as Director of Legal Services; and,

WHEREAS, the Parish President and the District Attorney have proposed that Robert L. Raymond, Assistant District Attorney in and for the 29th Judicial District Court, pursuant to St. Charles Parish Ordinance No. 84-11-4(5), provide general legal services for, and serve as Director of Legal Services of St. Charles Parish; and,

WHEREAS, an Agreement has been prepared to set out the details of said assignment, and it is the desire of the Parish Council to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and Joel Chaisson, II, District Attorney for the 29th Judicial District is hereby approved.

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

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

YEAS: BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: HOGAN
ABSENT: NONE

And the ordinance was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLYD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:50 PM RECD BY: [Signature]

COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN
ST. CHARLES PARISH AND JOEL CHAISSON, II AS
DISTRICT ATTORNEY IN AND FOR THE TWENTY-NINTH JUDICIAL DISTRICT

THIS AGREEMENT is entered into by and between

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, represented herein by Larry Cochran, its Parish President, duly authorized by Ordinance 16-2-5, hereinafter sometimes referred to as "Parish"; and

JOEL CHAISSON, II, the duly elected and serving District Attorney of the 29th Judicial District, hereinafter sometimes referred to as the "District Attorney";

who hereby agree as follows:

WHEREAS, Article VII, Section 14(C) of the Louisiana Constitution of 1974 provides in part that, "For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual"; and

WHEREAS, the District Attorney, prior to the creation of the St. Charles Parish Legal Department, provided legal services to the Parish, its departments, boards and commissions; and

WHEREAS, pursuant to St. Charles Parish Ordinance No. 84-11-4 adopted on the 5th day of November, 1984, the St. Charles Parish Legal Department was created, which said Ordinance provided for, among other things, the creation of a Department of Legal Services, the duties of which are (1) to represent the Parish President and the Council in all matters which legal services are requested; (2) to advise the Parish President and the Council in all legal matters where opinions are required; (3) to prosecute or defend any and all suits or actions in which the Parish President or Council may be parties; and (4) to perform other such duties as may be directed by the Parish President, with the District Attorney relieves of said duties unless and until otherwise requested by the Council or President; and

WHEREAS, the St. Charles Parish President has appointed, and the St. Charles Parish Council, has confirmed, Robert L. Raymond as Director of Legal Services; and

WHEREAS, the confirmed Director is and has been as Assistant District Attorney covered under its professional liability, health insurance and other insurance benefits programs and policies, and it is the desire of St. Charles Parish to allow him to continue to be covered by said programs and policies; and

WHEREAS, the St. Charles Parish President, the St. Charles Parish Council and the District Attorney of the 29th Judicial District Court desire that Robert L. Raymond, Director of Legal Services, remain employed as an Assistant District Attorney and that he be assigned to St. Charles Parish as its Director of Legal Services to provide general legal representation including (1) representing the Parish President and the Council in certain matters in which legal services are requested; (2) advising the Parish President and the Council in certain legal matters where opinions are required; (3) prosecuting or defending actions in which the Parish President or Council may be parties; and (4) performing other such duties as may be directed by the Parish President;

NOW, THEREFORE, IT IS AGREED

That Robert L. Raymond, Assistant District Attorney, will be and is hereby assigned to St. Charles Parish as its Director of Legal Services, and that he is to provide general legal representation for St. Charles Parish including (1) representing the Parish President and the Council in certain matters in which legal services are requested; (2) advising the Parish President and the Council in certain legal matters where opinions are required; (3) prosecuting or defending actions in which the Parish President or Council may be parties; and (4) performing other such duties as may be directed by the Parish President;

Further, that he will remain covered under the District Attorney's professional liability, health insurance and other insurance benefits programs and policies;

Further, that all payroll expenses including health insurances, retirement costs, deferred compensation costs, etc. associated with the employment of Robert L. Raymond be paid by St. Charles Parish to the District Attorney's Office as they are incurred;

Further, that all other non-payroll related expenses for the Department of Legal Services be paid directly by St. Charles Parish as they are incurred.

IN WITNESS WHEREOF, the parties hereto have executed this Cooperative Endeavor Agreement as of the dates shown below.

ST. CHARLES PARISH

JOEL CHAISSON, II
DISTRICT ATTORNEY,
29th JUDICIAL DISTRICT

BY: [Signature]
LARRY COCHRAN
PARISH PRESIDENT
DATE: 2/2/16

BY: [Signature]
JOEL CHAISSON, II
DISTRICT ATTORNEY
DATE:

2016-0039
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. 16-2-6
An ordinance to approve the resubdivision of Lot BE-2 of the Ciravola 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, located at 584 Magnolia Ridge Road, Boutte, as requested by Christine and Seth Matherne.

WHEREAS, at their January 7, 2016 meeting, the Planning Commission recommended Approval of PZS-2016-01, resubdivision of Lot BE-2 of the Ciravola 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, located at 584 Magnolia Ridge Road, Boutte, as requested by Christine and Seth Matherne with the stipulation that a servitude agreement that runs with the land, signed by the owners of the abutting property directly west of the site and the applicants shall be filed with the signed plats; 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 for the required public improvements are deemed by the Planning Director to be insignificant, and where no new public streets are to be dedicated, approval of said 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-2016-01, a resubdivision of Lot BE-2 of the Ciravola 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, located at 584 Magnolia Ridge Road, Boutte, as requested by Christine and Seth Matherne is hereby approved with the stipulation that a servitude agreement that runs with the land, signed by the owners of the abutting property directly west of the site and the applicants (COB 826 Folio 850) shall be filed with the signed plats.

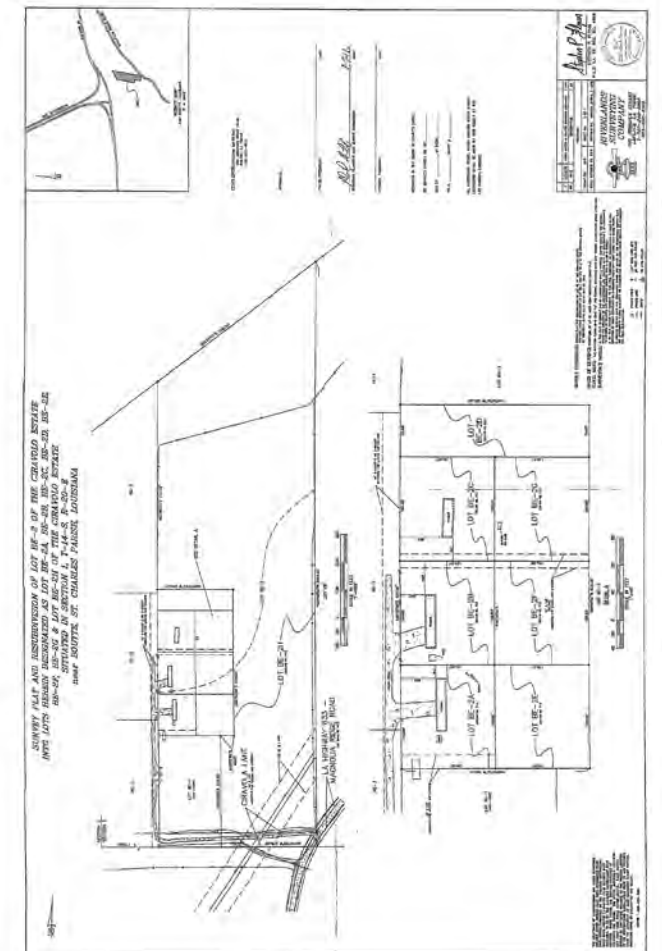
SECTION II. The Parish President is hereby authorized to execute the attached surveys by Rivorlands Surveying Company, dated October 25, 2015 (revised December 28, 2015).

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: GIBBS

And the ordinance was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLYD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:50 PM RECD BY: [Signature]



2016-0040
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)
ORDINANCE NO. 16-2-7

An ordinance to amend the 2016 Consolidated Operating and Capital Budget, Amendment No. 2, to add grant revenues and expenses to Fund 112 - Drainage - Account 420210 - Paved Streets for the Ormond Blvd. Project unexpended in 2015; to add construction and engineering expenditures to Fund 316 - Front Foot Assessment, unexpended in 2015 on the Ormond Blvd. Project; and to rollover capital outlay projects for the Department of Recreation not completed in 2015.

WHEREAS, the 2016 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 18, 2015 by Ordinance No. 15-11-22, and amended by Ordinance No. TBA; and,

WHEREAS, the Council has taken under consideration the study of the amendment No. 2, to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2016 to add grant revenues totaling \$1,319,000 to Fund 112 - Drainage from the Department of Transportation for the Ormond Blvd Project; to add construction and architectural/engineering fees totaling \$1,424,000 to fund 112 - Account 112-420260 Paved Streets; to add construction and architectural/engineering fees totaling \$406,000 to Fund 316 - Front Foot Assessment, and to rollover Improvements Other Than Buildings totaling \$886,000 under Fund 113 - Recreation, all of which are for the projects as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2016 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVO/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT 3:50pm RECD BY: [Signature]

Table with columns: Exhibit A, 2015-0466, 2016-0033. Rows include: BEGINNING FUND BALANCE, FUND BALANCE - RESTATED, CURRENT YEAR REVENUES, FUTURE FINANCING REVENUES, TOTAL MEANS OF FINANCING, EXPENDITURES & OTHER FINANCING USES, OPERATING SERVICES, OPERATING SERVICES - CAPITAL, OTHER CHARGES, DEBT SERVICE, CAPITAL OUTLAY, INTERGOVERNMENTAL, TRANSPORTS, NET CHANGE IN CURRENT REVENUES & OTHER FINANCING USES OVER EXPENDITURES & OTHER FINANCING USES, ENDING FUND BALANCE.

2015-0466
RESOLUTION NO. 5201
A resolution to appoint a member to the Hospital Service District.

WHEREAS, There exists a vacancy on the HOSPITAL SERVICE DISTRICT due to the resignation of Mr. Thomas D. Lorio on December 31, 2015; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Timothy J. Via is hereby appointed to fill the unexpired term on the HOSPITAL SERVICE DISTRICT and,

BE IT FURTHER RESOLVED, that this appointment shall be effective IMMEDIATELY and terminate MAY 22, 2016.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVO/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT 3:50pm RECD BY: [Signature]

2016-0033
RESOLUTION NO. 5202
A resolution to appoint a member to the River Parishes Transit Authority.

WHEREAS, There exists a vacancy on the RIVER PARISHES TRANSIT AUTHORITY; due to the expiration of the term of Mr. Corey Faucheux on January 10, 2016; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. Corey Faucheux is hereby appointed to the RIVER PARISHES TRANSIT AUTHORITY; and,

BE IT FURTHER RESOLVED that said appointment shall be effective JANUARY 11, 2016 and shall expire JANUARY 12, 2020.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 1st day of February, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVO/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT 3:50pm RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.
TIFFANY K. CLARK
COUNCIL SECRETARY

Publish February 11, 2016

PUBLIC NOTICE
ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on February 18, 2016 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear the following cases:

ZBA-2016-01 requested by Lana Moyer to vary the St. Charles Code of Ordinances, Appendix A, Section IV.S., to allow an 8' fence in the required front yard of a corner lot located at 104 Highway 635, Des Allemands, Zoning, District R-1A, Council District 4.
ZBA-2016-02 requested by Amy & Keith de la Gardelle to vary the St. Charles Code of Ordinances, Appendix A, Section VI. B. (III), to reduce the required 8 ft. side yard setback to 5 ft. for the construction of an attached carport at 169 Villere Dr., Destrehan, Zoning District R-1B, Council District 3.
Publish 2/4, 2/11, 2/18

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 80501-E
Date: Wednesday, December 30, 2015
WELLS FARGO BANK, N.A.
VS
GLEN HALDER, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, OCTOBER 1, 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, MARCH 16, 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 the buildings and improvements thereon, and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in what is known as LEGEND OAKS, according to a survey by Lucien C. Gasser, PLS, dated April 15, 2005, entitled "LEGEND OAKS" a Resubdivision of Lots 889-A-I-A, 889-A-I-B, and 889-A-I-C of the Sunset Drainage District into Lots 301 through 351 and parcel B in Section 34, T135 -R20E, St. Charles Parish, Louisiana, which was approved by Ordinance No. 05-5-9 on May 16, 2005 and recorded on May 23, 2005 at Entry No. 0307798, COB 651, folio 540 of the official records of St. Charles Parish, Louisiana, for reference, and according to said survey the lot of ground described herein is designated as LOT 311 and measures as follows, to-wit:

LOT 311 measures 75.00 feet front on Luke Street (Drive - tile), same width in the rear, by a depth along the sideline adjacent to Lot 310 of 196.72 feet and a depth along the sideline adjacent to Lot 312 of 197.03 feet; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED EIGHT THOUSAND SEVEN HUNDRED THIRTY-THREE AND 38 / 100 (\$208,733.38) 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: February 11, 2016
March 10, 2016
ATTORNEY FOR PLAINTIFF:
Rachael Williams
1505 North 19th Street P.O. Box 2867
Monroe, LA 71207-2867
318-388-1440
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S OFFICE
Suit No: (45) 80758-D
Date: Wednesday, December 30, 2015
WELLS FARGO BANK, N.A.
VS
BRADY JOSEPH LOUPE A/K/A BRADY J. LOUPE A/K/A BRADY LOUPE, ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, DECEMBER 11, 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, MARCH 16, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

Lot 15, Square 13, Willowridge Estates, Phase V-A, St. Charles Parish, Louisiana.
And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: TWO HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED NINETY AND 27 / 100 (\$237,690.27) 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:
February 11, 2016 March 10, 2016
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 80604-E
Date: Monday, November 9, 2015
FIRST NATIONAL BANK USA
VS
JAMIE MICHAEL FOSTER
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, OCTOBER 28, 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, FEBRUARY 17, 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 the buildings and improvements thereon, and -all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in what is known as LEGEND OAKS according to a survey by Lucien C. Gassen, PLS, dated April 15, 2005 entitled "LEGEND OAKS, a Resubdivision of Lots 889-A-I-A, 889-A-I-B and 889-A-I-C of the Sunset Drainage District into Lots 301-351 and Parcel B in section 34, T145-R20E, St. Charles Parish, Louisiana" for reference, which was approved by Ordinance No. 05-5-9 on May 16, 2005 and recorded on May 23, 2005 at Entry No. 0307798, COB 651, folio 540 of the official records of St. Charles Parish, and according to said survey the lot of ground described herein is designated as LOT 310 and measures as follows, to-wit:

LOT 310 measures 80.00 feet front on Luke Drive, same width in the rear, by a depth along the sideline adjacent to Lot 309 of 196.40 feet and a depth along the sideline adjacent to Lot 311 of 196.72 feet.

Being the same property acquired by Jamie Michael Foster from John B. Punch, III by act of Cash Sale dated November 14, 2006, passed before Brandt J. Dufrene, Jr., Notary Public, and duly recorded in the records of St. Charles Parish, LA.

The above described property is subject to the following:

- 1. Protective Covenants recorded at Entry #0307791, COB 651, folio 517 on May 23, 2005 in the records of St. Charles Parish, Louisiana.
2. Act of Dedication dated May 23, 2005 and recorded at Entry #0307798 on May 23, 2005 in the records of St. Charles Parish, Louisiana.
3. Ten (101) foot Right of Way in Favor of Entergy Louisiana, Inc. recorded at COB 632, folio 131 in the records of St. Charles Parish, Louisiana.
4. Fifteen (15') foot drainage servitude (fences prohibited) along the rear of said lot as shown on the plan of subdivision.
5. Mineral reservation, with waiver of surface rights, as cited in cash sale dated September 16, 2005, passed before Louis G. Authement, Notary Public, and recorded in the records of St. Charles Parish, Louisiana.
6. 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.
7. Mineral reservation as contained in act of Cash Sale of today's date.
8. Any outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence.
9. Encroachments, boundary dispute\_s, 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: SIXTY THOUSAND SEVEN HUNDRED NINETY-FOUR AND 27 / 100 (\$60,794.27) 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
ATTORNEY FOR PLAINTIFF:
Corey J. Giroir
P.O. Box 87379
13541 Tiger Bend
Baton Rouge, LA 70879
225-756-0373
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 79834-D
Date: Wednesday, November 18, 2015
NATIONSTAR MORTGAGE LLC
D/B/A CHAMPION MORTGAGE COMPANY
VS
DAVID P. JEFFREYS
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 FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, NOVEMBER 9, 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, FEBRUARY 17, 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 the buildings and improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in or near the Town of Luling, Parish of St. Charles, State of Louisiana, and being located in Davis Heights Subdivision, which is a subdivision of a portion of the former Davis Plantation near Luling, St. Charles Parish, Louisiana, in Section 25, Township 13 South, Range 21 East as per map by E. M. Collier, Surveyor, dated March 6, 1963, revised December 3, 1964, and again revised December 23, 1964, a copy of which is on file in the Office of the Clerk of Court of St. Charles Parish of reference. According to the above referred to map by E. M. Collier, the lots of ground conveyed herein is designated as Lot 1 of Block D, and is more fully described as follows: Lot 1 of Block D, conveyed herein, measures 76.9 feet front on Davis Drive, by a depth along the line of Lot 2 of Block D of 110 feet, a depth along Gilbert Street of 118.9 feet, and has a width in the rear of 115.81 feet. Lot 1 of Block D forms the corner of Gilbert Drive and Davis Street. All as shown on survey by R. P. Bernard, Land Surveyor, dated September 18, 1978, resurveyed by Gilbert, Kelly & Couturie dated November 12, 1992, a copy of which is annexed hereto and made a part hereof; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

Call 866-282-1498 for subscription to the Herald Guide
Call 985-758-2795 advertising information.

PUBLIC NOTICE

The names of the following persons were drawn to serve as Petit Jurors for Jury Number 17-B, for the session of said Court beginning Monday, March 14, 2016, at 10:00 a.m. - Division 'D':

- 1 AOSTA, DOTTIE ESTEY
2 ALLEN, EDITH ANNE
3 ANDERSON, PATTON ROY SHELL
4 ANDRESEN, KIM L
5 ANDRY, HARRY STEVEN
6 BAGOT, MATTHEW JARED
7 BAIRD, GEORGE GARY
8 BALLARD, MATTHEW VICTOR
9 BARTHOLOMEW, CHRISTOPHER MICHAEL
10 BEADLE, JUDY C
11 BECK, MYRA LAND
12 BENNETT, CHRIS A
13 BIDDLE, MAUREEN DIANE
14 BINEY, DANIEL JOSEPH
15 BOURG, BRETT ANTOINE
16 BOURGEOIS, THOMAS L JR
17 BOURGOYNE, RHODES J
18 BOUTRIN, ROBERT ANDREW
19 BRADFORD, HILLIARY PEARCE
20 BRAL, JAMES
21 BRANIFF, DIONNE A
22 BROWN, CAROLYN LILLY
23 BROWN, PATRICIA BRISCOE
24 BROWN, RONALD L
25 BURKE, LISA MARIE
26 CAMRE, KELLY ELIZABETH
27 CANTILLO, STEVEN P
28 CARMONA, RICARDO
29 CASSEY, BETH M
30 CASTLE, JASPER SYDNEY
31 CHAISSON, ARBIE ELAINE
32 CHAMPAGNE, KELLIE MICHELLE
33 CHAMPAGNE, SALENA A
34 CHATELAIN, DEBORAH MAE
35 CHAUVIN, KRISTA LYNNIE
36 CHERAMIE, JOYCE STELLY
37 CHIANO, ANDREA GIANCARLO
38 CLAVELLE, ALEX JOSEPH I
39 COLA, ANTHONY RAY
40 COLEMAN, WILLIE F
41 CORTEZ, HERMAN J
42 COTTON, OCTAVIA
43 COX, CHRISTIE C
44 CREECH, DEBORAH DOULON
45 DEALMINADA, ALVAREZ J
46 DEGRUY, DAVID J
47 DELOUCHE, MARY MISTRETTA
48 DIGGS, JAMES JOSEPH
49 DIERMAN, JUDITH
50 DUFRENE, EASIE
51 DUFRENE, MRS WELDON
52 DUHON, JORDAN ALEXANDRA
53 EBERHART, KEVIN MICHAEL
54 EVANS, ORLESTER NAMON
55 EVERS, BEVERLY BOUDREAUX
56 FABER, DESIREE TRESA
57 FAHRIG, JASPER JR
58 FALGOUT, TROY MICHAEL
59 FINLEY, SUSAN MORROW
60 FLORA, MARK BRUCE
61 FONSBEC, CHAD P
62 FORTIN, MICHAEL JOSEPH
63 FRANK, WILLIAM E JR
64 FREDRICK, SAMANTHA SIMS
65 FROIS, MARIE VOORHIES
66 GAUDET, MRS WADE
67 GENDRON, LOIS M FOPRET
68 GISCLAIR, DANIEL DAVID
69 GORDON, NICOLE
70 GOSSETT, WAYNE PERRY
71 GRIFFIN, ADAM JOSEPH
72 GUIDRY, JUANITA CROPERON
73 HAMILTON, TARAUNA ANDREA
74 HARRIS, JYVONN BRANDON
75 HARRIS, WILLIAM E
76 HATTIER, GARY ALFRED
77 HAYDEL, MICHAEL ANTHONY
78 HEBERT, KORI NAJOLIA
79 HEBERT, PAUL JOHN JR
80 HENDERSON, WILLIAM JOHN JR
81 HERNANDEZ, GIVENDOLYN ELAINE
82 HELUTIN, CODY MICHAEL
83 HICKS, SHARLEEN K
84 HILL, WILBERT
85 HILLS, VICTORIA
86 HONOR, ARCOLYN ARLETTE
87 HOWARD, ALLEN
88 JACKSON, FLEOCHIE MARIE
89 JASMIN, EARL
90 JONES, JAMES B
91 JONES, LAKISHA MCCLENDON
92 JONES, STACEY WINEY
93 JOSEPH, WINSTON EARL
94 KAYSER, ELSIE CLARE
95 KELLER, BRENT CHARLES
96 KELLER, KEITH PAUL
97 KERNER, TAWANA BOUDREAUX
98 KILNER, KELLY BOUDREAUX
99 KOESTER, JOSHUA BLAKE
100 LABRANCH, DAVID D
101 LAGASSE, MILTON J III
102 LAMERS, GHELLY D
103 LAMONTE, ASHLYN ROSE
104 LANIER, RANDAL LOUIS
105 LEDCOMBE, ARTHUR M
106 LEMOINE, LORRY
107 LEON, BETTY DENNIS
108 LEWIS, MESHANDA DEVALE
109 LEWIS, SHERRISE ANDREA
110 LEBL, CHRIS ALAN
111 LINDEN, STACY DELAUNE
112 LOCKETT, KELTRIC LOHELL
113 LOGGINS, CODY CHRISTOPHER
114 LORIO, KEVILYN TASHONDRA MYKA
115 LUCKETT, JOHNNIESHA QUEENYVOTA
116 MADDOX, JOY DUJVELBERGER
117 MAGRI, EDWARD EARL JR
118 MARINO, YVETTE
119 MARTIN, ALLEN LOUIS
120 MASHA, CODY MAE
121 MAVEUX, KEVIN MICHAEL
122 MAZZELL, JOHN KEARNEY
123 MESSINA, JUDY ANN
124 MICHEL, LAURA
125 MONTET, MICHELLE LYNN
126 MONTGOMERY, KALA KELLER
127 MOORE, ANTRIA E
128 MULLER, LARRY ALBERT
129 MUMFSTER, COLLIN LANG
130 NARCISSE, BERNADETTE A
131 NEDO, ROWARSKI DELARENITA
132 NICHOLSON, TONI M
133 NOTO, JASON DAVID
134 NOTTO, ERICA NICOLE
135 OCREMAN, BARBARA MARTIN
136 OFFNER, TONI PORTERA
137 OSBORNE, SHERRIE SHIH
138 OURSE, BRANDON RICHARD
139 PAEZ, JESSICA
140 PATTERSON, MOYNA MEAH
141 PAYTON, DONNA DONALD
142 PERILLLOUX, JAMIE KENNETH
143 PERRET, ELTON J
144 PHILLIPS, STEPHEN J
145 PIERRE, BIANCA K
146 PITRE, DEBORAH S
147 PORADA, CARMELENA FAY F
148 PORTER, JOHN W
149 PORTER, JUDITH L
150 PRICE, DELORES WRIGHT
151 FUGLISE, ANGELO
152 RANKIN, GAYLYNN STRITZINGER
153 RESSPESS, JENNIFER FORD
154 RILLEUX, CHELSEY LYNN
155 RISING, JARIN ADAM
156 ROBERT, ANTHONY LUKE
157 ROBERT, ARDEN MICHELLE
158 ROBERT, LISA SONGY
159 ROSEWASSER, MARSHA ARONOWITZ
160 ROSS, KELVIN EMALIEL
161 RUSSO, KAREN D
162 SAUPE, CATHY MC DONALD
163 SAMPY, CHANDRA WIZE
164 SANDOLPH, ERIC JOSEPH
165 SAVOIE, BRANDON LUKE
166 SAVOIE, KATHLEEN JOAN
167 SCOTT, ANDREA THOMAS
168 SCOTT, SHARRONE JOSEPH
169 SCOTT, TRACEY LEBK
170 SELLERS, DEBRA LORNE
171 SHARPE, NOLAND JR
172 SIMMONS, DESHAYKA SHACQUITA
173 SKIBA, EDWARD JOSEPH
174 SMITH, JENNIFER KAY
175 SMITH, PATRICIA J JR
176 SMITH, REBECCA BROWN
177 SORAPURU, LADASHA JENIE
178 STAMANT, ERIC CAMILLE
179 SUMLER, KIMBERLY LATRICE
180 SWENEY, LARRY WAYNE JR
181 TALAVERA DE RUIH, VICTORINA A
182 TONER, DON ALVIN JONES
183 TRAHAN, JOHNNY PAUL
184 TRICHE, DANIELLE NICOLE
185 TROSCIAIR, CHRISTOPHER JUDE
186 VANHUSSI, CATHERINE M
187 WADE, STEPHANIE MARIE
188 WAGUESPACK, LESTER PETER JR
189 WASHINGTON, DARELL
190 WEBB, JAMES THOMAS
191 WHITE, KRISTA DAVIS
192 WILLIAMS, DANIELLE MICHELLE
193 WILLETT, JEFFREY ALLEN
194 WILLIAMS, GARY
195 WILLIAMS, KEITH LARRY
196 WILMORE, SYLVIA PAYNE
197 WOODS, GLORIA MAE
198 ZERINGUE, CLORINE M S
199 ZERINGUE, DENISE HATTY
200 ZERINGUE, NELSON THOMAS JR

Publish February 11, 2016

PUBLIC NOTICE

NOTICE

Notice is hereby given, pursuant to Article IV, Section 21(D)(1) of the Louisiana Constitution, that on September 1, 2015, Entergy Louisiana, LLC ("ELL") and Entergy Gulf States Louisiana, L.L.C. ("EGSL"), public utilities providing retail electric and gas service throughout the State of Louisiana, jointly filed with the Louisiana Public Service Commission ("LPSC") their Formula Rate Plan Rider Schedule FRP Evaluation Report and Workpapers for Test Year 2014 on a combined-company basis consistent with the implementation of rates following the closing of the Business Combination transaction that is the subject of LPSC Docket No. U-33244. The Business Combination transaction was approved on August 26, 2015. On September 14, 2015, the Louisiana Public Service Commission ("LPSC") issued Order No. U-33244-A formally approving the business combination of Entergy Gulf States Louisiana, L.L.C. ("Old EGSL") and Entergy Louisiana, LLC ("Old ELL"), through which Old EGSL and Old ELL requested to combine substantially all of their respective assets and liabilities into a single operating company, Entergy Louisiana, LLC ("New ELL"). On October 1, 2015 (the "Effective Date") the business combination was consummated. The September 1, 2015, filing was updated on November 19, 2015, to incorporate the non-fuel effects of flowing through Guaranteed Customer Credits as required by LPSC Order No. U-33244-A. On January 27, 2016, ELL submitted to the LPSC a filing correcting an error in the calculation of base rate revenues, the correction of which results in the following FRP factors to be applied to each of New ELL's rate classes (except those excluded under ELL Rider Schedule FRP) effective for customer bills rendered on and after the first billing cycle of February 2016.

Table with 5 columns: Ln No, Rate Class (1), Legacy FRP Rates (2), Incremental ELL FRP Rate for FRP/MCRRR (3), Rider FRP Rate for MCRRR (4), Total ELL FRP Rate Adj. (5). Rows include Residential, Small General Service, Large General Service, Industrial Power Service, Large Load Factor Power Service, Lighting, EGSL Residential, EGSL Small General Service, EGSL General Service, EGSL Large Power Service, EGSL High Load Factor Service, EGSL Municipal Water Pumping Service, EGSL Street & Area Lighting.

The proposed adjustment in rates will have the following estimated effects on applicable Legacy ELL customers' typical monthly bills (based on the Fuel Adjustment Clause and Environmental Adjustment Clause factors for the month of December 2015): a typical monthly bill for a Residential customer using 1,000 kWh would increase approximately \$0.22, from \$92.90 to \$93.12; a typical monthly bill for a Small General Service customer using 50 kW and 12,500 kWh would increase approximately \$3.22, from \$1,328.23 to \$1,331.45; a typical monthly bill for a Large General Service customer using 1,000 kW and 500,000 kWh would increase approximately \$73.43, from \$35,304.94 to \$35,378.37.

The proposed adjustment in rates will have the following estimated effects on applicable Legacy EGSL customers' typical monthly bills: a typical monthly bill for a Residential customer using 1,000 kWh would not change; a typical monthly bill for a Small General Service customer using 5000 kWh would decrease approximately \$0.02, from \$517.97 to \$517.95; a typical monthly bill for a Large General Service customer using 500 kW and 255,500 kWh would decrease approximately \$0.63, from \$16,171.86 to 16,171.23.

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

Records Division
602 N. 5th Street, 12th Floor
Baton Rouge, Louisiana 70802
Telephones: (225) 342-3157

ENTERGY LOUISIANA, LLC

Publish February 11, 2016

Legals deadline is Friday at 3 p.m. for the following issue. 985-2795

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