

# LEGALS

## ST. CHARLES PARISH PUBLIC NOTICES



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**Julia Fisher-Perrier**  
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**Wendy Benedetto**  
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**Paul J. Hogan**  
Councilman-At-Large, Division B  
985-306-0085  
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### PUBLIC NOTICE

#### ADVERTISEMENT FOR BIDS

##### A. PROJECT IDENTIFICATION

Sealed bids are requested by Access Health Louisiana from general contractors for construction of:

#### ST. CHARLES COMMUNITY HEALTH CENTER DENTAL RENOVATION

Bids will be received at the office of the Architect, Murray Architects, Inc., 13760 River Road, Destrehan, LA 70047 at 2:00 P.M., LOCAL TIME, TUESDAY, OCTOBER 25, 2016, at which time the bids will be publicly opened and read aloud in the conference room.

##### B. BID DOCUMENTS AND DEPOSITS

Complete Bid Documents for this project are available in electronic form. They may be obtained without charge and without deposit by visiting the public projects area at [www.cityblueprint.com](http://www.cityblueprint.com). Printed copies are not available from the Designer, but arrangements can be made to obtain them through City Blueprint & Supply or most other reprographic firms. Please note that Plan holders are responsible for their own reproduction costs. Questions about this procedure shall be directed to:

City Blueprint & Supply Co.  
1904 Poydras Street  
New Orleans, LA 70112  
Phone: 504-522-0387  
Email: [planoons@cityblueprint.com](mailto:planoons@cityblueprint.com)

All other questions regarding the scope of work of the project should be directed to the Project Architect in writing via email [only\\_tobid@murrayarchitects.net](mailto:only_tobid@murrayarchitects.net).

##### C. BID SECURITY AND PERFORMANCE AND PAYMENT BONDS

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

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 No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

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

##### D. REJECTION OF BIDS

Access Health Louisiana reserves the right to award the project on whatever basis is in the interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

##### E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at the project site, 843 Milling Avenue, Luling, LA 70070 on Tuesday, October 18, 2016, at 10:00 a.m. Attendance at this pre-bid conference is NON-MANDATORY.

##### F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, September 29, 2016  
Thursday, October 6, 2016  
Thursday, October 13, 2016

Access Health Louisiana  
Mark Keiser, President C.E.O.  
2900 Indiana Avenue  
Kenner, LA 70065

### PUBLIC NOTICE

## ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, OCTOBER 17, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

**2016-0357** (10/3/16, Wilson)

An ordinance to provide for the installation of an "ALL-WAY STOP" sign at the intersection of South Destrehan Avenue and Church Street in Destrehan.

**2016-0358** (10/3/16, Cochran, R. Raymond)

An ordinance to authorize the Parish President to make full and final settlement in the matter entitled "Wallace C. Drennan, Inc. vs. St. Charles Parish, et al", 29<sup>th</sup> Judicial District Court, Parish of St. Charles, No. 80,506 consolidated with 77453 and 77452-E.

**2016-0275** (10/3/16, Cochran, J. Ganote)

An ordinance to approve and authorize the execution of a Contract with Ready Power, LLC., for generator modifications and transfer switch at the St. Charles Parish Emergency Operations Center at 15026 River Road in Hahnville, Base bid in the amount of \$342,000.00, Parish Project No. P160501.

## ORDINANCE TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON TUESDAY, OCTOBER 25, 2016, 8:00 AM; THURSDAY, OCTOBER 27, 2016, 6:00 PM; AND TUESDAY, NOVEMBER 1, 2016, 6:00 PM, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE

**2016-0223** (10/3/16, Cochran, G. Dussom)

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2017.

PUBLISH: October 6, 13, 2016

### PUBLIC NOTICE

#### ST. CHARLES PARISH ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on October 20, 2016 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear the following cases: **ZBA-2016-21** requested by **Randy Breaux** to vary the St. Charles Parish Code of Ordinances, Appendix A, Section V.I.B.1.2.b.1, to reduce the required front yard setback from 20 ft. to 0 at **234 Carlan Dr., Des Allemands**, Zoning District R-1A, Council District 4. **ZBA-2016-22** requested by **Anthony D'Amico** to vary the St. Charles Parish Code of Ordinances, Appendix A, Section V.I.B.1.2.b.3, to reduce the required rear yard setback from 20 ft. to 5 ft. at **121 Allison Dr., Luling**, Zoning District R-1A, Council District 7. **ALTERNATE DATE: October 27, 2016**  
PUBLISH 10/6, 10/13, 10/20

### PUBLIC NOTICE



#### ST. CHARLES PARISH

**LARRY COCHRAN**  
PARISH PRESIDENT

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

**SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO: 11:00 A.M., THURSDAY, OCTOBER 27, 2016**

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3402, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3RD FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: <https://www.centralbidding.com> FOR:

JANITORIAL AND RESTORATION SERVICES	REPAIR/INSTALL PUMPS & RELATED EQUIP-WWS
MICROFILMING & SCANNING	REPAIR/INSTALL PUMPS & RELATED EQUIP-SEWES
BITUMINOUS COATED STEEL PIPE	ROLL OFF CONTAINERS
DIESEL FUEL	UNLEADED GASOLINE

DETAILED SPECIFICATIONS MAY BE PICKED UP OR MAILED BY CONTACTING JILL SCHMILL, CPPB, CPO, PROCUREMENT AGENT, AT THE PARISH COURTHOUSE (PHONE 985-783-5000). BID RELATED DOCUMENTS MAY BE VIEWED ON-LINE AT <https://www.centralbidding.com>.

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

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

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

BID ADVERTISED:  
ST. CHARLES HERALD GUIDE  
October 06, 2016  
October 13, 2016

### PUBLIC NOTICE

#### PUBLIC NOTICE

#### Solid Waste Collection 2016 St. Charles Parish

#### Request for Statements of Qualifications and Cost Proposals

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3<sup>rd</sup> Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, no later than 10:00 a.m. local time on Tuesday November 3, 2016. Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make and award in any manner, consistent with law, deemed in the best interest of the Parish.

The Proposal Package (Forms and Instructions) is available to interested parties with preferably 5 years of experience and at least a minimum of 3 years experience. The Proposal Package can be obtained from the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana. Office hours are Monday – Thursday 7:30 AM to 4:30 PM. Telephone number is 985-783-5102.

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on Thursday October 13, 2016 at 10:00 a.m. at the St. Charles Parish Department of Public Works and Wastewater, 100 River Oaks Dr., Destrehan, Louisiana.

Each Proposal shall include security in the amount equal to five percent (5%) of the annual proposed amount and in the form of a certified check, cashier's check or properly executed bond.

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

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

St. Charles Parish Council  
Larry Cochran, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide  
St. Charles Parish Website  
Times Picayune  
The Advocate

September 29, 2016  
October 6, 2016  
October 13, 2016

### PUBLIC NOTICE

#### PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON OCTOBER 13, 2016 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES: **PUBLIC HEARINGS: PZHO-2016-22** requested by **Theron Washington** for a home occupation – "Top Side Transportation" at **237 Janet Dr., St. Rose**, Zoning District R-1A, Council District 5.

**PZHO-2016-23** requested by **Shane Fontenot** for a home occupation – "Elite Surface Cleaning, LLC" at **103 Cadov St., Paradis**, Zoning District R-1A, Council District 4.

**PZHO-2016-24** requested by **Chris Fitzmorris** for a home occupation – "Fitz's Plumbing Repair Service, LLC" at **304 Nottaway Drive, Destrehan**, Zoning District R-1A, Council District 3.

**PZR-2016-14** requested by **Kevin & Shannon Temple** for a change in zoning classification from C-1 to R-1A at Lot 1A, Dixieland Subd., Ph. 1 **17898 River Rd., Montz**, Council District 6.

**PZS-2016-42** requested by **Lloyd J. Frickey** for survey plat and resubdivision of Lot 77A-1 being a portion of Lots 73, 75, 77 & 79 of the Sunset Drainage District located in the Ranson Tract of the Coteau de France **190, 194, 196, 202, 220 JJ Green Rd and 16571 Old Spanish Trail** into lots herein designated as Lots 77-A1-1, 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5 situated in Section 39, T14S R20E, Des Allemands, Zoning District R-1AM.

**PZS-2016-44** requested by **River Road Estates, LLC** for preliminary plat approval of Lots 1-110 and Parcel X of River Road Estates, located in Sections 5 & 7, T12S-R20E and Sections 31 & 33, T13S-R20E (situated between **16011 and 16061 River Road**), Hahnville, Zoning District R-1A, Council District 1.

**PZS-2016-46** requested by **A. Lasseigne Properties, LLC/Gore St. Charles** for revocation of undeveloped and unused portion of Crespo Ave (approx. 960 feet from intersection with River Road) and a resubdivision of Lots 3-14 Block 3, Lots 17-82 Block 4 and said revoked portion of Crespo Ave into Crespo Tract C, and the dedication of a 30-foot drainage and maintenance servitude, all as shown on plat by Richard T. Dading dated July 1, 2016, located in Section 40 T13S, R9E, Crespo Subdivision, St. Rose, St. Charles Parish, LA.

**ALTERNATE DATE: 10/20/16 at 6pm due to the ZBA at 7 pm.**  
PUBLISH 9/29, 10/6, 10/13

### PUBLIC NOTICE

#### AVISO

Las Escuelas Públicas de la Parroquia St. Charles se adhieren a las disposiciones de igualdad de oportunidades de las leyes y reglamentos federales de derechos civiles que aplican a esta agencia. Por lo tanto, nadie será objeto de discriminación por motivos de raza, color, origen nacional (Título VI de la Ley de Derechos Civiles de 1964); sexo (Título IX de las Enmiendas de Educación de 1972); discapacidad (Artículo 504 de la Ley de Rehabilitación de 1973); o edad (Ley de Discriminación por Edad de 1975) con el fin de alcanzar las políticas y procedimientos concernientes a los Programas Educativos de Carrera y Técnicos. Cualquier persona que tenga preguntas relacionadas con esta política puede ponerse en contacto con Susan Boudreaux, Especialista del Programa de la Escuela al Mundo Laboral, al (985) 785-7201, Escuelas Públicas de la Parroquia St. Charles.

Publish on October 13, 2016

### NOTICE OF SPECIAL ELECTION

Pursuant to the provisions of a resolution adopted by the St. Charles Parish Council (the "Governing Authority"), acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Parish"), on September 19, 2016, NOTICE IS HEREBY GIVEN that a special election will be held within the Parish on SATURDAY, DECEMBER 10, 2016, and that at the said election there will be submitted to all registered voters in the Parish qualified and entitled to vote at the said election under the Constitution and Laws of the State of Louisiana and the Constitution of the United States, the following propositions, to-wit:

#### RECREATION TAX CONTINUATION PROPOSITION

Shall the Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy a three and two hundredths (3.02) mill tax on all property subject to taxation in said Parish (an estimated \$3,792,400 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2018 and ending with the year 2027, for the purpose of constructing, improving, maintaining and operating recreation facilities and programs in said Parish, said millage to represent a five hundredths of a mill (.05) increase over the 2.97 mill tax authorized to be levied through the year 2017 pursuant to an election held on February 9, 2008?

#### PROGRAMS FOR THE ELDERLY TAX CONTINUATION PROPOSITION

Shall Parish of St. Charles, State of Louisiana (the "Parish"), continue to levy and collect a special tax of one (1.00) mill on all property subject to taxation in said Parish (an estimated \$1,256,100 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2020 and ending with the year 2027, for the purpose of constructing, improving, maintaining and operating facilities and programs for the elderly in the Parish through the St. Charles Council on Aging Incorporated, said millage to represent a two hundredths of a mill (.02) increase over the .98 mill tax authorized to be levied through the year 2017 pursuant to an election held on February 9, 2008?

The said special election will be held at the following polling places situated within the Parish, which polls will open at seven o'clock (7:00) a.m., and close at eight o'clock (8:00) p.m., in accordance with the provisions of La. R.S. 18:541, to-wit:

POLLING PLACES		
Ward	Precinct	Location
01	01	Killona Fire House, 216 Adams Street, Killona
01	02	Hahnville Elementary School, 626 Pine Street, Hahnville
01	02A	Hahnville Elementary School, 626 Pine Street, Hahnville

POLLING PLACES		
Ward	Precinct	Location
01	03	Fual J Landry Sr. Middle School, 108 Tiger Circle, Hahnville
01	05	Luling Central Fire Station, 1603 Paul Maillard Road, Luling
01	06	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
02	01	Luling Elementary School, 904 Sugarhouse Road, Luling
02	02	Luling Elementary School, 904 Sugarhouse Road, Luling
02	03	St. Charles Recreation Office, 12125 River Road, Luling
02	04	AMA Fire House, 104 Ellen Street, AMA
02	05	Lakewood Elementary School, 501 E. Heather Drive, Luling
02	05A	Lakewood Elementary School, 501 E. Heather Drive, Luling
02	06	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
03	01	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	01A	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	01B	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	02	Ethel Schoeffner Elementary School, 140 Plantation Road, Destrehan
03	03	Destrehan High School, 1 Wildcat Drive, Destrehan
03	05	Ethel Schoeffner Elementary School, 140 Plantation Road
04	01	St. Gertrude Education Center, 17336 LA 631, Des Allemands
04	01A	St. Gertrude Education Center, 17336 LA 631, Des Allemands
04	02	Bayou Guide Fire House, 410 First Street, Bayou Gauche
04	03	J.B. Martin Middle School, 434 South Street, Paradis
04	04	Hahnville High School, 200 Tiger Drive, Boette
04	05	Miroosa Park Elementary School, 222 Birch Street, Luling
05	01	St. Rose Elementary School, 230 Pirate Drive, St. Rose
05	02	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
05	03	St. Rose Elementary School, 230 Pirate Drive, St. Rose
05	04	Albert Cammon Middle School 234 Pirate Drive, St. Rose
05	05	Albert Cammon Middle School 234 Pirate Drive, St. Rose

POLLING PLACES		
Ward	Precinct	Location
06	01	Zephirin L. Perilloux Firehouse, 17830 River Road, Montz
06	02	Norco Elementary School, 102 Fifth Street, Norco
06	02A	Norco Elementary School, 102 Fifth Street, Norco
06	04	Union Hall, 601 Good Hope Street, Norco
06	06	Arterbury Building, 14564 River Road, New Sarpy
06	07	Arterbury Building, 14564 River Road, New Sarpy
06	08	Destrehan High School, 1 Wildcat Drive, Destrehan
06	09	Destrehan High School, 1 Wildcat Drive, Destrehan

The polling places set forth above are hereby designated as the polling places at which to hold the said election, and the Commissioners-in-Charge and Commissioners, respectively, shall be those persons designated according to law.

Notice is further given that a portion of the monies collected from the taxes described in the Propositions shall be remitted to certain state and statewide retirement systems in the manner required by law.

The said special election will be held in accordance with the applicable provisions of Chapter 5 and Chapter 6-A of Title 18 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority, and the officers appointed to hold the said election, as provided in this Notice of Special Election, or such substitutes therefor as may be selected and designated in accordance with La. R.S. 18:1287, will make due returns thereof to said Governing Authority, and NOTICE IS HEREBY FURTHER GIVEN that the Governing Authority will meet at its regular meeting place, the St. Charles Parish Courthouse, Second Floor, 15045 River Road, Hahnville, Louisiana, on MONDAY, FEBRUARY 6, 2017, at SIX O'CLOCK (6:00) P.M., and shall then and there in open public session proceed to examine and canvass the returns and declare the result of the said special election. All registered voters of the Parish are entitled to vote at said special election and voting machines will be used.

THIS DONE AND SIGNED AT Hahnville, Louisiana, on this, the 19<sup>th</sup> day of September, 2016.

ATTEST:   
  
/s/ Wendy Benedetto  
Chairman  
  
/s/ Timothy K. Clark  
Secretary

PUBLISH: September 29, October 6, 13, & 20, 2016

### PUBLIC NOTICE

We are applying to the St. Charles Parish Sheriff's Office for a permit to conduct the **Night Out Against Crime Kickoff & Harvest Festival** at 1313 Paul Maillard Rd., Luling, La. 70070, on Saturday, October 15, 2016 in the Parish of St. Charles. The times of the festival are: **Saturday, October 15th, 2016 | 3:00 pm till 6:00 pm**

Publish on October 6 & 13, 2016

### PUBLIC NOTICE

"Anyone knowing the whereabouts of Ernest L. Mabes, III or any of the Heirs or Legatees of JOHN WILLIAM HILL and ROSA M. HILL, AKA MARTHA ROSEZELLA MILLER is asked to contact Orrin A. Marino, Attorney, at (985) 764-1515. Important rights are involved."

Publish October 13, & 20, 2016

PUBLIC NOTICE

ST. CHARLES PARISH HOSPITAL SERVICE DISTRICT NO. 1

The Board of Commissioners of St. Charles Parish Hospital Service District, Parish of St. Charles, State of Louisiana met for a regular Board of Commissioners' meeting on August 31, 2016, at 10:12 AM. Following the Pledge of Allegiance, it was noted the following Board Members were present: Mrs. Karen Raymond, Mr. Ricky Bosco, Mrs. Betty Porter and Mr. John Landry.

Also present were Councilwoman Mary Clute, Mr. Ritchie Dupre, Chief Executive Officer and Secretary to the Board, Mr. Alden Bishop, Associate Administrator, Mr. Mark Eckert, VP Finance - OMC Kenner, Ms. Tara Allerman, AVP Finance, Ms. Karen Judlin, HR Business Partner II, Victoria Smith, MD, Regional Medical Director and Mrs. Carolyn Slaton and Mrs. Rebecca Dupuy, Recording Secretaries.

Mr. Landry welcomed all those present at the meeting. Mr. Landry announced the Public Hearing and requested anyone wishing to address the Board on any of the agenda items for today's meeting to please come forward. There being none, after three (3) announcements, the Public Hearing was closed.

Mr. Landry introduced Captain Deanna Tarullo, Emergency Medical Services, Ms. Eden Ezell, VP & Chief Compliance Officer and Ms. Janet Whitfield, Compliance & Privacy Manager, OHS. Captain Tarullo was recognized for her Knights of Columbus Mgr. Paul J. Richard Assembly 2053 award for being chosen the Outstanding EMS 2015-2016. Favorable comments were made and Mrs. Tarullo spoke about her involvement with St. Charles Parish Hospital and credentials.

Mr. Landry entertained a motion to deviate from the Regular Agenda and to enter into Executive Session to discuss the Jefferson Parish Hospital Service District No. 2, Parish of Jefferson, State of Louisiana, d/b/a East Jefferson General Hospital v. Hospital Service District No. 1 of the Parish of St. Charles d/b/a St. Charles Parish Hospital, Docket No. 81251, Div. "E" Pending in the 29th Judicial Court for the Parish of St. Charles and strategic issues.

It was motioned by Bosco seconded by Raymond to deviate from the Regular Agenda and to enter into Executive Session at 10:20 AM.

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

It was motioned by Bosco seconded by Raymond to return to the Regular Session at 11:30 AM

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

Mr. Landry entertained a motion for the approval of the 2016 Compliance Plan. It was motioned by Raymond seconded by Porter to approve the 2016 Compliance Plan as presented.

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

Mr. Landry entertained a motion for the approval of the 2016 Compliance Plan. It was motioned by Raymond seconded by Porter to approve the 2016 Compliance Plan as presented.

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

It was motioned by Porter seconded by Bosco to approve the June 29, 2016 Board of Commissioners' minutes as presented.

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

Dr. Mann, Chief of Medical Staff, presented the Medical Staff Report including the Medical Staff Executive Committee Minutes from August 23, 2016 meeting. Following discussion, it was motioned by Raymond seconded by Porter to approve the Medical Staff Executive Committee Minutes from August 23, 2016 meeting as presented.

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

Following the Credentials review, it was motioned by Raymond seconded by Raymond to approve the New Appointments for Aderonke Akingbola, MD, Associate, Gastroenterology, Mary Alvarez, MD, Associate, Psychiatry, Antonio Jimenez, MD, Associate, Nephrology, Victoria Koster, MD, Associate, Radiology, Neil Lal, MD, Associate, Radiology, Chantal Lorio, DPM, Associate, Podiatry, Robert Marroquin, DPM, Associate Podiatry, Kuntal Mohare, MD, Associate, Nephrology, Daniel Waldman, MD, Associate, Psychiatry, Stephen Adams, DO, TeleRadiology, Edgardo Agrait, MD, TeleRadiology, Maro Awobuluyi, MD, TeleRadiology, James Chen, MD, TeleRadiology, Michelle Goni, MD, TeleRadiology, Stephanie Heinlein, MD, TeleRadiology, Kimberley Miller, MD, TeleRadiology, Kimberley Miller, MD, TeleRadiology, Linda Petrovich, MD, TeleRadiology, Mary Phillips, MD, TeleRadiology, Sandra Rhoden, MD, TeleRadiology and Lauren Hodgins, PA - APP, Emergency Medicine; Resignations for Stacey Green - APP, Orthopedic Surgery, Dr. Haddad; There were no Change of Category, Reappointments or Additional Privileges for approval.

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

The Finance Report was presented by Ms. Allerman and Mr. Eckert. The Financial Summary was distributed and explained. Discussion followed on marketing the hospital to increase awareness to the public.

Mr. Dupre presented the Chief Executive Officer's Report which included the announcement of the Employee of the Month for August. He announced Mrs. Greta Cozzo as the Employee of the Month from Facilities Management. Favorable comments were made and congratulations extended.

An update on the Plantation View Medical Offices Project was provided by Mr. Dupre. A physician recruitment update was provided with him announcing the names and start dates for the new physicians. Discussion followed on the process for leasing space to nonmedical entities.

Mr. Dupre acknowledged the nurses, staff and physicians for taking on additional patients from the Baton Rouge area hospitals due to the flood.

Under the Hospital/Community Outreach topic, Mr. Dupre announced that the Grand Jury would tour our facility on September 15, 2016 and the report would follow thereafter.

He announced the hospital sponsored the Pre-Sports Physicals for the St. Charles Parish Middle Schools and there were 129 pre-sport screenings performed.

A flyer for the Relay for Life Bake Sale, Luminaries and Cupcake Cards was presented for review.

Mr. Dupre made a couple of announcements and stated that Dr. Kuo and Dr. Seymour were speaking at the St. Charles Rotary Club, Wellness Screenings within the Parish Government's Offices and School Boards were being scheduled and the hospital was extending the partnership in education with St. Rose Primary School.

Improving Organizational Performance was next on the agenda and under Environmental of Care Services, the April 28, 2016 Safety Committee minutes were presented by Mr. Bishop. Following the review, it was motioned by Porter seconded by Bosco to approve the Safety Committee Report from the April 28, 2016 meeting as presented.

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

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Mr. Dupre made a couple of announcements and stated that Dr. Kuo and Dr. Seymour were speaking at the St. Charles Rotary Club, Wellness Screenings within the Parish Government's Offices and School Boards were being scheduled and the hospital was extending the partnership in education with St. Rose Primary School.

Improving Organizational Performance was next on the agenda and under Environmental of Care Services, the April 28, 2016 Safety Committee minutes were presented by Mr. Bishop. Following the review, it was motioned by Porter seconded by Bosco to approve the Safety Committee Report from the April 28, 2016 meeting as presented.

For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

The Finance Report was presented by Ms. Allerman and Mr. Eckert. The Financial Summary was distributed and explained. Discussion followed on marketing the hospital to increase awareness to the public.

Mr. Dupre presented the Chief Executive Officer's Report which included the announcement of the Employee of the Month for August. He announced Mrs. Greta Cozzo as the Employee of the Month from Facilities Management. Favorable comments were made and congratulations extended.

An update on the Plantation View Medical Offices Project was provided by Mr. Dupre. A physician recruitment update was provided with him announcing the names and start dates for the new physicians. Discussion followed on the process for leasing space to nonmedical entities.

Mr. Dupre acknowledged the nurses, staff and physicians for taking on additional patients from the Baton Rouge area hospitals due to the flood.

Under the Hospital/Community Outreach topic, Mr. Dupre announced that the Grand Jury would tour our facility on September 15, 2016 and the report would follow thereafter.

He announced the hospital sponsored the Pre-Sports Physicals for the St. Charles Parish Middle Schools and there were 129 pre-sport screenings performed.

A flyer for the Relay for Life Bake Sale, Luminaries and Cupcake Cards was presented for review.

Mr. Dupre made a couple of announcements and stated that Dr. Kuo and Dr. Seymour were speaking at the St. Charles Rotary Club, Wellness Screenings within the Parish Government's Offices and School Boards were being scheduled and the hospital was extending the partnership in education with St. Rose Primary School.

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For: Landry, Bosco, Porter, Raymond
Against: None
Absent: Vial
Abstained: None

Favorable comments were made about our Volunteers and Auxiliary and expressions of gratitude were made.

Mr. Landry and the Board welcomed Ms. Tara Allerman, AVP Finance, again to the hospital team and there being no further business, it was motioned by Porter seconded by Bosco to adjourn. The motion carried and the meeting adjourned at 11:52 AM.

ATTEST

Handwritten signatures of Chairman and Secretary.

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF SEPTEMBER 13, 2016 COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish Meeting Minutes Parish Council

St. Charles Parish Courthouse 15048 Highway 18 P.O. Box 202 Hahnville, LA 70337 985-785-5000 www.stcharlesparish-la.gov

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, September 13, 2016 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present: 7 - Paul J. Hogan, Terrill D. Wilson, Mary K. Clute, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier
Absent: 2 - Wendy Benedetto, and John R. Dick Gibbs

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Darin Duhe, Executive Director of Community Affairs Dwayne LaGrange, Executive Director of Technology and Communications Anthony Ayo, Finance Director Grant Dussone, Public Works/Wastewater Director Clayton Fauchoux, Planning & Zoning Director Michael Albert, CZM Administrator Earl Matherne, Interim Grants Officer Caria Chasson, Public Information Officer Tristian Babin

CALL TO ORDER

Meeting called to order by Vice-Chairman Julia Fisher-Perrier

PRAYER / PLEDGE

Pastor Kendall Pierre Mt. Zion Missionary Baptist Church, Amn

APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Fletcher, to approve the minutes from the Regular Meeting of September 6, 2016. The motion carried by the following vote:
Yes: 7 - Hogan, Wilson, Clute, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Benedetto and Gibbs

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2016-0310

Board of Review

Sponsors: Ms. Benedetto
Vice-Chairman Fisher-Perrier announced receipt of Gordon Gудdy, 277 Saint Andrew Boulevard, LaPlace, La., Assessment appeal.

Mr. Gordon Gудdy was not present to address the Board regarding the appeal for the 2016 property tax assessment.

Mr. Tab Trotter, Assessor, spoke in reference to the appeal of Gordon Gудdy regarding property at 252 Dunleith Drive, Destrehan.

Council Discussion
Mr. Trotter spoke on the matter.

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to accept and certify the 2016 Assessment Roll as submitted by the Assessor. The motion carried by the following vote:

Yes: 7 - Hogan, Wilson, Clute, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Benedetto and Gibbs

Certified Assessment List

2016-0328

In Recognition: Maya Rochon Ruffin, Festival of Charities Miss Queen X

Sponsors: Mr. Gibbs
Read

2016-0329

In Recognition: Brianna Marie Andras, Festival of Charities Teen Miss Queen X

Sponsors: Ms. Fisher-Perrier
Read

2016-0330

In Recognition: Kayleigh Nicole Buchanan, Festival of Charities Junior Miss Queen X

Sponsors: Ms. Wilson
Read

2016-0331

In Recognition: Renee Pollet Buchanan, Festival of Charities Lady Butterfly Queen I

Sponsors: Ms. Fletcher
Read

2016-0332

In Recognition: Alysia "Leey" Marie Cazalot, Festival of Charities Butterfly Queen X

Sponsors: Ms. Benedetto
Read

2016-0333

Proclamation: Alligator Weekend in St. Charles Parish
In Recognition: Ms. Jeannine Granier - "Ms. Alligator"

Sponsors: Ms. Clute
Read

2016-0336

Proclamation: "National Hunting and Fishing Day"

Sponsors: Mr. Hogan
Read

2016-0335

Proclamation: "Fall Trash Bash Month in St. Charles Parish"

Sponsors: Mr. Cochran
Read

2016-0334

Proclamation: "National Night Out"

Sponsors: Mr. Cochran
Deferred

2016-0337

Proclamation: United Way Month in St. Charles Parish
Battle for the Paddle Cook-Off

Sponsors: Ms. Benedetto
Read

2016-0340

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the continuation of special taxes (recreation & elderly) therein; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

Sponsors: Mr. Cochran and Bond Counsel

A motion was made by Councilmember Fletcher, seconded by Councilmember Woodruff, to accept the revised version of File No. 2016-0340 and "Exhibit A". The motion carried by the following vote:

Yes: 7 - Hogan, Wilson, Clute, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Benedetto and Gibbs

2016-0340

Amended

A resolution ordering and calling a special election to be held in the Parish of St. Charles, State of Louisiana, to authorize the continuation of special taxes (recreation & elderly) therein; making application to the State Bond Commission in connection therewith; and providing for other matters in connection therewith.

Sponsors: Mr. Cochran and Bond Counsel

Reported: Parish President Recommended: Approval
Finance Director Grant Dussone spoke on the matter.

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

Yes: 7 - Hogan, Wilson, Clute, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Benedetto and Gibbs

Enactment No: 6242

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2016-0327

CZM Administrator Earl Matherne - Update on Flood Insurance Rates for A99

Sponsors: Mr. Cochran

CZM Administrator Earl Matherne

Council Discussion
Mr. Matherne spoke on the matter.
Parish President Larry Cochran spoke on the matter.

Reported

2016-0341

Parish President Remarks/Report

Sponsors: Mr. Cochran

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, ACTING CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, OCTOBER 3, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2016-0342

An ordinance to supplement the Code of Ordinances, Chapter 17, Parks and Recreation to prohibit the carrying and possessing of concealed and open firearms upon any public or recreational park located within St. Charles Parish, Louisiana based on La. R.S. 40:1379.3(C), Section O of La. R.S. 40:1379.3 provides that a property owner, lessee, or other lawful custodian has the right to prohibit or restrict access of those persons possessing a concealed handgun from entering the premises for which the owner, lessee, or lawful custodian occupies. This provision shall not apply to commissioned law enforcement officers.

Sponsors: Mr. Cochran and Department of Legal Services

Public Hearing Scheduled for Public Hearing to the Parish Council on October 3, 2016

2016-0343

An ordinance to approve and authorize the execution of an Intergovernmental Participation Agreement with Terrebonne Parish Consolidated Government for use of the Terrebonne Parish Juvenile Justice Complex.

Sponsors: Mr. Cochran

Public Hearing Scheduled for Public Hearing to the Parish Council on October 3, 2016

2016-0344

An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Parish Project No. P130301, Cortez Pump Station Capacity Increase and Upgrade (Re-Advertisement), in the amount of \$770,410.00.

Sponsors: Mr. Cochran and Department of Public Works

Public Hearing Scheduled for Public Hearing to the Parish Council on October 3, 2016

2016-0341

An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III, Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning. (b) to provide specific restrictions for campfires, bonfires, and other fires and to amend Section 11-30. Violations and penalties. (b) to increase the fine for violations and penalties.

Sponsors: Mr. Hogan

Public Hearing Scheduled for Public Hearing to the Parish Council on October 3, 2016

2016-0346

An ordinance requiring that all public or recreational parks or facilities located within St. Charles Parish be fenced and have controlled access points equipped with metal detectors and sheriff deputies or other armed security personnel preventing all weapons from entering such facilities at all times during public use of such facilities should an ordinance ever become law which restricts a concealed carry permit holder from possessing or concealing a firearm at said facilities.

Sponsors: Mr. Hogan

Public Hearing Scheduled for Public Hearing to the Parish Council on October 3, 2016

2016-0300

An ordinance to approve and authorize the execution of a Contract with E3 Electrical, Inc. of Houma, LA for the St. Charles Parish Planning & Zoning Building Emergency Stand-by Generator, Project # FEMA-1603-DR-LA-0079, in the amount of \$174,430.00.

Sponsors: Mr. Cochran and General Government Buildings

Public Hearing Scheduled for Public Hearing to the Parish Council on October 3, 2016

2016-0321

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981 to change the zoning classification of Lots 3, 4, 5, 6, 7, 8, and B9, Block A, Mimosa Park Subdivision, Luling from C-2 and R-1A to C-3, as requested by Corey Savoie.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Public Hearing Scheduled for Public Hearing to the Parish Council on October 3, 2016

PLANNING AND ZONING PETITIONS

2016-0321

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lots 3, 4, 5, 6, 7, 8, and B9, Block A, Mimosa Park Subdivision, Luling from C-2 and R-1A to C-3, as requested by Corey Savoie.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Councilwoman Clute requested that File No. 2016-0321 be postponed indefinitely and reintroduced for public hearing on October 3, 2016.
Public Hearing Requirements Not Satisfied

A motion was made by Councilmember Clute, seconded by Councilmember Bellock, to postpone indefinitely and reintroduce File No. 2016-0321 for public hearing on October 3, 2016. The motion carried by the following vote:

Yes: 7 - Hogan, Wilson, Clute, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Benedetto and Gibbs

Postponed Indefinitely and Reintroduced

2016-0322

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1AM to R-1A on the 66 lots of proposed Ashton Oaks Lane in proposed Ashton Oaks Subdivision, Luling, as requested by JCJR Enterprises LLC.

Sponsors: Mr. Cochran and Department of Planning & Zoning

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

VOTE ON THE PROPOSED ORDINANCE

Yes: 7 - Hogan, Wilson, Clute, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Benedetto and Gibbs

Enactment No: 16-9-6

2016-0324

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot 54-A, Block C, St. Charles Terrace Subdivision, New Sarpy from R-1A to R-1A(M), as requested by Kiesler Payne.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported: P & Z Department Recommended: Denial
Planning Commission Recommended: Approval
Sponsors: Mr. Samuel Murray, Marrocco
Ms. Kiesler Payne, New Sarpy
Mr. Jerry Cotton, New Sarpy
Mr. Donald Pollard, New Sarpy

Public Hearing Requirements Satisfied

Council Discussion
Planning & Zoning Director Michael Albert spoke on the matter.
Mr. Murray spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yes: 7 - Hogan, Wilson, Clute, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Benedetto and Gibbs

Enactment No: 16-6-7

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2016-0300

An ordinance to approve and authorize the execution of an Engineering Services Contract between Meyers Engineers, Ltd., and St. Charles Parish for Resident Inspection Services during the construction of the 29th Judicial District Building in Hahnville.

S

Absent: 2 - Benedetto and Gibbs
Enactment No: 16-9-9
2016-0314
An ordinance to approve and authorize the execution of Amendment No. 1 to the Contract by and between the Parish of St. Charles and K V Enterprises, LLC (K V Landfill) for Storm Debris Disposal, Parish Project No. P130302, extending the contract end date.

2016-0315
An ordinance to approve and authorize the execution of Amendment No. 3 to the Contract by and between the Parish of St. Charles and Tetra Tech, Inc. for Monitoring of Disaster Generated Debris Removal and Disaster Management and Technical Services, Parish Project No. P090903, extending the contract end date.

2016-0316
An ordinance to levy an assessment on the 2016 ad valorem tax bills of property owners that are delinquent in paying outstanding invoices for removal of weeds, grass, etc. in accordance with the St. Charles Parish Code, Chapter 16, Article III, Weeds, Grass, etc. and to levy an assessment on the ad valorem tax bills of property owners that are delinquent in paying outstanding charges incurred for the removal of unsafe structures, trash and debris in accordance with Chapter 19, Article IV, Sec. 16-48(b).

2016-0317
An ordinance to authorize the adoption of the St. Charles Parish Disaster Debris Management Plan.

2016-0319
An ordinance to approve and authorize the execution of a contract with Barriere Construction Co., LLC for the construction of Parish Project No. P160302-1, Road Maintenance 2016, with Base Bid and Alternate No. 1, in the amount of \$1,049,770.00.

2016-0320
An ordinance to approve and authorize the Parish President to acquire a 44.94 SF perpetual drainage servitude over property identified as Parcel DS2-1 & a 1,880.97 SF perpetual drainage servitude over property identified as Parcel DS6-3 both 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 Maurie L. Coniglio Duhe and Scott J. 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.

2016-0322
An ordinance to amend the St. Charles Parish Comprehensive Land Use Plan, entitled "St. Charles 2030" to update the Future Land Use Map.

2016-0325
An ordinance to amend Appendix A St. Charles Parish Zoning Ordinance of 1981, Section VI, Zoning district criteria and regulations, B, Residential districts, (1) R-1A(M), 3. Special Provisions: by adding c and Section VII, Supplemental Use and Performance Regulations, 1 Mobile Homes by adding a., b. (1), and c. to provide for mobile home skirting and mobile home skirting exemption.

2016-0326
An ordinance to approve and authorize the Lafourche Basin Levee District to appropriate the necessary real estate interest to a portion of and designated as Parcel 24-1 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

RESOLUTIONS

2016-0338
A resolution providing supporting authorization to endorse the subdivision of Lot 4 and the North 40-ft of Lot 5 of the Property of J.L. Laue into Lots 4A and 4B, 121 Lussan Lane, Luling, St. Charles Parish, LA, with waiver to the minimum 6,000 sq. ft. area requirements, as requested by Lloyd J. Frickey.

2016-0339
A resolution supporting the application to the Louisiana Office of Community Development Local Government Assistance Program for FY 2017-2018 funding in the amount of \$100,000.00 to improve an HVAC chiller at the St. Charles Parish Courthouse, an essential government building located at 15045 River Road in Hahnville.

2016-0345
Executive Session: 29th JDC No. 80,506 - Wallace C. Drennan, Inc. vs. St. Charles Parish

ADJOURNMENT
A motion was made by Councilmember Fletcher, seconded by Councilmember Bellock, to adjourn the meeting at approximately 7:49 pm. The motion carried by the following vote:

2016-0321
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 16-10-1
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lots 3, 4, 5, 6, 7, 8, and B9, Block A, Mimosa Park Subdivision, Luling from C-2 and R-1A to C-3, as requested by Corey Savoie.

WHEREAS, the property owner requests rezoning the property from C-2 and R-1A to C-3; and,
WHEREAS, the St. Charles Parish Planning and Zoning Department recommended denial of this request; and,
WHEREAS, the St. Charles Parish Planning Board of Commissioners recommended denial of the request at its regular meeting on September 1, 2016.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. St. Charles Parish does hereby approve an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the land use zoning classification of Lots 3, 4, 5, 6, 7, 8, and B9, Block A, Mimosa Park Subdivision, Luling from C-2 and R-1A to C-3, as requested by Corey Savoie.

SECTION II. That the St. Charles Parish Department of Planning & Zoning is authorized to amend the official St. Charles Parish Zoning Map to reflect this reclassification of Lots 3, 4, 5, 6, 7, 8, and B9, Block A, Mimosa Park Subdivision, Luling from C-2 and R-1A to C-3, as requested by Corey Savoie.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:
YEAS: BENEDETTO, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FISHER-PERRIER
NAYS: HOGAN
ABSENT: FLETCHER

And the ordinance was declared adopted this 3rd day of October, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 10:10a RECD BY: [Signature]

2016-0343
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. 16-10-2
An ordinance to approve and authorize the execution of an Intergovernmental Participation Agreement with Terrebonne Parish Consolidated Government for use of the Terrebonne Parish Juvenile Justice Complex.

WHEREAS, the St. James Youth Detention Center in St. James Parish is no longer in operation; and,
WHEREAS, the Assumption Youth Detention Center in Assumption Parish is no longer in operation; and,
WHEREAS, the Parish of St. Charles is in need of a facility to house juveniles who enter the juvenile justice system; and,
WHEREAS, Terrebonne Parish currently has a Juvenile Justice Complex in Terrebonne Parish; and,
WHEREAS, St. Charles Parish desires to enter into a participation agreement with Terrebonne Parish to lease space at the Terrebonne Parish Juvenile Justice Center for housing, care, and maintenance of juvenile detainees.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the Intergovernmental Participation Agreement between the Parish of Terrebonne and the Parish of St. Charles is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Intergovernmental Participation 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, FISHER-PERRIER
NAYS: NONE
ABSENT: FLETCHER

And the ordinance was declared adopted this 3rd day of October, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLVD/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 10:10a RECD BY: [Signature]

STANDARD INTERGOVERNMENTAL PARTICIPATION AGREEMENT FOR LEASE OF SPACE TO HOUSE JUVENILES AT THE TERREBONNE PARISH JUVENILE JUSTICE COMPLEX FROM PARTICIPATING PARISH

I. THE PARTIES

BE IT KNOWN, that the following entities, through their undersigned authorized representatives, do hereby enter into this Participation Agreement under the following terms and conditions:

1.1. TERREBONNE PARISH CONSOLIDATED GOVERNMENT ("TPCG"), a political subdivision of the State of Louisiana, through its duly authorized representative, the Parish President of Terrebonne Parish Consolidated Government, by virtue of Terrebonne Parish Council Ordinance No. \_\_\_\_\_; and

1.2. PARTICIPATING AGENCY/PARISH ("PARTICIPANT"), whose pertinent information is as follows:

PARTICIPANT NAME: \_\_\_\_\_
MAILING ADDRESS: \_\_\_\_\_
FACILITY NAME: \_\_\_\_\_
FACILITY LOCATION: \_\_\_\_\_
AUTHORIZED AGENT: \_\_\_\_\_
AGENT'S TELEPHONE: \_\_\_\_\_

by virtue of the Ordinance of the Participating Parish's governing authority, which is attached hereto and incorporated into this agreement;

II. PREAMBLES

2.1. WHEREAS, Terrebonne Parish Consolidated Government, owns and operates the Terrebonne Parish Juvenile Justice Complex, 180 Government Street, Gray, Louisiana 70359, Telephone (985) 853-1201 ("TPJJC"), as part of the TPCG's juvenile justice system, where it houses certain juveniles in accordance with La. R.S. 15:1099.6 (hereinafter "juvenile detainees");

2.2. WHEREAS, Similarly, Participant houses juvenile detainees at its facility described hereinabove, hereinafter referred to as "Participant's Facility";

2.3. WHEREAS, Louisiana Revised Statute 15:1099.1, et seq. authorizes the Participant and Terrebonne Parish Consolidated Government to enter into a participation agreement wherein TPCG leases a portion of the TPJJC to Participant and provides for the care and maintenance of juveniles from the Participant's Facility at the TPJJC pursuant to the provisions of Subpart G of Part XI, Chapter 7, Title 15 of the Louisiana Revised Statutes;

2.4. WHEREAS, Participant desires to lease space at the TPJJC for housing, care and maintenance of juveniles detainees from Participant in accordance with the above cited law and TPCG Charter Section 2-11(a)(11) concerning leasing of TPCG property;

2.5. NOW THEREFORE, in consideration of the advantages accruing to the parties hereto, Participant and TPCG desire to enter into this Participation Agreement for the purposes described herein, of leasing space to the Participant in the event the need arises;

III. SCOPE OF LEASE

3.1. TPCG does hereby lease to Participant and reserve space in the TPJJC to accommodate up to three (3) juvenile detainees.

3.2. The space leased herein is to be used for the temporary housing of Participant's juvenile detainees awaiting trial or other disposition of their cases, runaways, and/or juveniles awaiting transfer to the Office of Juvenile Justice. In accordance with La. R.S. 46:1906(B)(4), the space leased herein shall not be used for the housing of any juvenile who has been adjudicated delinquent or in need of services in a Families in Need of Services case and placed in the custody of the Office of Juvenile Justice.

3.3. In conjunction with the leased space, TPCG shall provide each juvenile detainee with a bed, food, clothes and shoes, customary medical treatment as required by law by TPJJC's on-site nurse or physician only, including basic over-the-counter medications as administered by or at the direction of TPJJC's on-staff nurse or physician, and any other services as customarily provided to TPCG juveniles, except as excluded by Sections 3.5 and 3.6 below.

3.4. Unless otherwise expressly agreed to in writing by the parties, any expense or costs for the housing, maintenance, transportation, or medical treatment of Participant's juvenile detainees not expressly covered by this lease shall be invoiced to Participant and reimbursed by Participant to TPCG.

3.5. Participant is and shall be solely responsible for the cost and risk of transporting its juvenile detainees to and from the TPJJC for any reason, including, but not limited to, travel for court appearances and medical treatment, travel from the Participant's Facility to the TPJJC for admission, and travel from TPJJC following a juvenile's release from the TPJJC. TPCG shall not provide transportation of Participant's juvenile detainees housed at TPJJC for any reason whatsoever, except as necessary for evacuation in the event Participant's juvenile detainees are evacuated from the TPJJC by TPCG or as required for necessary medical treatment. In the event TPCG provides transportation for Participant's juvenile detainees, TPCG shall invoice Participant for costs and expenses of transportation, and Participant shall reimburse TPCG in accordance with Article V of this Agreement. This is in addition to lease payments.

3.6. Participant is and shall be solely responsible for the expense and costs of medical treatment of Participant's juvenile detainees administered by any health care provider other than TPJJC's on-site nurse or physician, including providing prescription medication to its juvenile detainees placed at the TPJJC. Participant and TPCG shall coordinate a plan to provide prescription medications to juvenile detainees placed at the TPJJC by the Participant, in accordance with prescription medication protocol already in place at the TPJJC. The plan shall address Medicaid eligible juveniles.

Should any juvenile detainee placed at the TPJJC by the Participant require any medical treatment beyond the customary medical treatment provided by the TPJJC staff, the parties shall develop and coordinate a plan to provide extraordinary medical treatment to be paid for by the Participant. This plan shall address Medicaid eligible juveniles. It is the intent of this Agreement that Participant directly pay for its juvenile detainees' medical treatment beyond the customary medical treatment afforded by TPCG. However, in the event TPCG incurs expenses for the necessary medical treatment of Participant's juvenile detainees, other than the customary medical treatment afforded by TPCG, TPCG shall invoice Participant for those costs and expenses, and Participant shall reimburse TPCG in accordance with Article V of this Agreement. This is in addition to lease payments.

3.7. If any of Participant's juvenile detainees have any rights to any healthcare, indemnity and/or insurance benefits, Participant shall assist in disclosing same to TPCG and to the juvenile's healthcare providers, insurers, and other responsible parties. Upon request of TPCG, Participant shall assist in acquiring any necessary HIPAA waivers or other necessary waiver/permission forms from its juvenile detainees, or their parents, tutors, or any other custodial guardian. If necessary, Participant shall bear all legal costs in the event of court intervention.

3.8. TPCG shall maintain an evacuation plan which provides for the evacuation and temporary housing of juvenile detainees housed at the TPJJC in the event of an emergency or natural disaster which requires evacuation of the TPJJC. In the event evacuation of the TPJJC is required, TPCG shall make every reasonable effort to release Participant's juvenile detainees into the custody of Participant pursuant to court orders. Otherwise, Participant's juvenile detainees shall be subject to the evacuation plan of the TPJJC. TPCG shall provide Participant evacuation information. Participant shall not be entitled to a reduction in the lease amount in the event Participant's juvenile detainees are evacuated.

3.9. Notwithstanding any provision herein, in the event of a parish-wide declared state of emergency, the TPJJC shall be under the orders of the Parish President of the Terrebonne Parish Consolidated Government as provided by La. R.S. 29:727.

3.10. TPCG shall maintain, for the duration of this Agreement, the right to refuse to house any juvenile detainee for any reason, and Participant shall provide transportation at Participant's cost for any juvenile released from the TPJJC under this provision. Participant shall pick up the juvenile detainee within 24 hours of notice by the TPCG to the Participant that the juvenile has been refused housing. Thereafter, TPCG may transport the juvenile to Participant's facility and invoice Participant for the cost of transportation. This charge shall be in addition to lease payments.

3.11. The parties shall cooperate and consult with each other in order to assure that the purposes of this Agreement and the goals of the authorizing law may be achieved for the good of the juveniles, the parties to this agreement.

IV. TERM

4.1. The term of this Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and this lease shall be a month to month lease. As long as Participant is occupying leased space, all obligations, terms, and conditions herein shall apply at all times.

V. CONSIDERATION AND PAYMENT SCHEDULE

5.1. In consideration of the lease of space and provision of services by TPCG described herein, Participant shall pay to TPCG a rate of Two Hundred Fifty-Six and No/100 (\$256.00) Dollars per juvenile detainee space leased per day as follows:

5.1.1. TPCG shall maintain a daily record of Participant's juvenile detainees occupying Participant's leased spaces, as well as a record of other reimbursable expenses owed by Participant. Calculation of days shall include the juvenile's admission date, release date, and every day in between.

5.1.2. TPCG shall invoice Participant on a monthly basis, and payment is due within 30 days of the date of invoice. Any payments received after 30 days of the date of invoice shall be considered past due, and any past due amounts shall be assessed interest at a rate of 1.5% of the principal amount due. Interest shall accrue monthly on any past due amount. In the event TPCG obtains the services of an attorney to collect any amounts due under this contract, TPCG shall be entitled to reasonable attorney fees and expenses and court costs.

5.2. In the event Participant finds that it needs additional space, Participant may place additional juveniles at TPJJC upon approval by TPCG and written consent of the parties, subject to the availability of space, and provided Participant is not in default of the provisions of this Agreement. Such written consent shall be annexed as an addendum to this Agreement, and shall be incorporated herein.

5.3. No additional costs or expenses incurred by Participant in performance of this Agreement shall be reimbursed or paid by the TPCG unless agreed upon in writing by the parties.

VI. TERMINATION

6.1. This agreement shall be terminated under any or all of the following conditions:

6.1.1. By written mutual agreement and consent of the parties hereto.

6.1.2. For convenience: By sixty (60) days written notice by TPCG to Participant.

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

6.1.4. For non-appropriation: In the event funds are not budgeted or appropriated in any fiscal year for payments due under this Agreement for the then current or succeeding fiscal year, this Agreement shall impose no obligation on the non-appropriating party as to such current or succeeding fiscal year, and said Agreement shall become null and void, and no right of action shall accrue to the benefit of the other party, its successors or assigns for any further payments.

- 6.2. If this Agreement is terminated for any reason, TPCG shall refund Participant's pre-paid funds, on a pro-rata basis, from the date of termination of this Agreement.
- 6.3. Articles III, V, VII, VIII, X, XII, XIII, XIV, XV, XVII, XVIII, XIX, and XXII shall survive termination of this Agreement.

VII. INSURANCE

7.1. For the duration of this Agreement, Participant shall purchase and maintain in its name General Liability, Business Automobile, and Law Enforcement Legal Liability insurance coverage in the minimum amount of \$500,000.00 per occurrence as necessary to cover claims for personal injury and property damages arising out of the housing, maintenance, and transportation, of juvenile detainees, and the operation of its own facility. Participant shall endorse these policies adding Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees and volunteers as Additional Insureds and shall provide Waiver of Transfer of Rights of Recovery Against Others to Us and a waiver of subrogation in favor of Terrebonne Parish Consolidated Government, its elected and appointed officials, agents, directors, servants, employees, and volunteers.

7.2. Each Participant shall provide TPCG with certificates of insurance. Also, Participant shall provide TPCG with full, certified copies of insurance policies, upon request.

VIII. INDEMNIFICATION

8.1. The Participant agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Participant, its sub-Participants, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Participant agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

IX. NO WAIVER

9.1. The failure of the either party to enforce any of the terms of this Agreement or to provide any of the supporting documentation in any particular instance shall not constitute a waiver of, or preclude the subsequent enforcement of, any or all of the terms or conditions of this Agreement.

X. ASSIGNMENT

10.1. Neither party shall assign any of its rights, privileges and obligations, in whole or in part, in any manner except by operation of law without the prior written consent of the other party. In case of such assignment or succession so consented to, all of the conditions and provisions herein shall apply to the original party and such substituted party.

XI. ENTIRE AGREEMENT/AMENDMENT

11.1. The four corners of this Agreement, including any attachments that are expressly referred to in this Agreement, contain the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth.

11.2. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.

XII. COMPLIANCE WITH LAWS

12.1. The parties hereto and their employees, contractors, and agents shall comply with all applicable federal, state, and local laws and ordinances in carrying out the provisions of this agreement, as well as all applicable regulations promulgated by state and federal agencies, including, but not limited to, the Louisiana Department of Public Safety and Corrections, the Office of Juvenile Justice, and the U.S. Department of Justice.

XIII. CHOICE OF LAW AND VENUE

13.1. To the fullest extent allowed by law, this agreement shall be governed and interpreted by Louisiana Law and the provisions of this agreement shall be enforced and brought in the Thirty-Second Judicial District Court, Terrebonne Parish, Louisiana.

XIV. SEVERABILITY

14.1. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

XV. AUDIT

15.1. It is hereby agreed that the Legislative Auditor of the State of Louisiana, and/or the Office of the Governor, Division of Administration auditors shall have the option of inspecting and auditing all data, records and accounts of the parties which relate to this Agreement, upon request.

15.2. Each party herein shall maintain all books and records pertaining to this Agreement for a period of at least three (3) years after the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

XVI. DISCRIMINATION CLAUSE

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

XVII. LEGAL COMPLIANCE

17.1. The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement.

XVIII. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE

18.1. The parties expressly agree that Participant is an independent contractor as defined in R.S. 23:1021(7) and, as such, expressly agree that neither party shall not be liable to the other party or to anyone employed by the other party for any benefits or coverage as provided by the Worker's Compensation Law of the State of Louisiana.

XIX. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION COVERAGE

19.1. TPCG and Participant expressly declare and acknowledge that Participant is an independent contractor. Consequently, neither Participant nor anyone employed or contracted by Participant shall be considered an employee of the TPCG for the purpose of unemployment compensation coverage. Likewise, neither TPCG nor anyone employed or contracted by TPCG shall be considered an employee of the Participant for the purpose of unemployment compensation coverage.

XX. FORCE MAJEURE

20.1. Neither party to this Agreement shall be responsible to the other party hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.

XXI. EMPLOYMENT OF TPCG PERSONNEL

21.1. Participant certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the TPCG.

XXII. LIABILITY FOR ACTIONS OF JUVENILE DETAINEE

22.1. Subject to the rights and obligations of indemnification under this Agreement, the parties hereby agree that the parents or raters of any juvenile detainee housed in the TPJJC shall, at all times pertinent to this Agreement, maintain vicarious parental liability under La. C.C. arts. 223, 225, and 2318, for any injuries or damages caused or occasioned by their minor child.

XXIII. REMEDIES FOR DEFAULT

23.1. In the event of default by either party, the aggrieved party shall have all rights granted by the general laws of the State of Louisiana including but not limited to injunctive relief or all other remedies allowed under Louisiana contractual law.

XXIV. NOTICES

24.1. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party addressed as follows:

- 24.1.1. Terrebonne Parish Consolidated Government  
Attn: Parish President  
PO Box 2768  
Houma, LA 70361
- With a copy to:  
TPJJC Director  
180 Government Street,  
Gray LA 70359
- 24.1.2. Participant  
Attn: \_\_\_\_\_

XXV. EXECUTION

25.1. Participant

THIS DONE AND SIGNED AT the city of \_\_\_\_\_, parish/county of \_\_\_\_\_ state of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the presence of the undersigned competent witnesses, and me, Notary Public, duly authorized and acting for and in the said county/parish and state.

WITNESSES: X: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

NOTARY PUBLIC

25.2. Terrebonne Parish Consolidated Government.

THIS DONE AND SIGNED AT Houma, Terrebonne Parish, Louisiana, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_ 20\_\_\_\_, in the presence of the undersigned competent witnesses, and me, Notary Public, duly authorized and acting for and in the parish and state first ascribed.

WITNESSES: Terrebonne Parish Consolidated Government

By: \_\_\_\_\_  
Its: Parish President

\_\_\_\_\_  
NOTARY PUBLIC

2016-0344  
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 16-10-3  
An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Parish Project No. P130301, Cortez Pump Station Capacity Increase and Upgrade (Re-Advertisement), in the amount of \$770,410.00.

WHEREAS, sealed bids were received by St Charles Parish August 30, 2016 for Project No. P130301, Cortez Pump Station Capacity Increase and Upgrade (Re-Advertisement); and,

WHEREAS, Civil and Environmental Consulting Engineers, the Engineer for the Project, has reviewed the bids and recommended that the contract be awarded to the low bidder, Sealevel Construction, Inc. in the amount of \$770,410.00; and,

WHEREAS, installation of this project will be the construction of Cortez Pump Station including demolition of existing station, new station structure, new discharge pipes, bar screen, bracing, traffic control, and new 24" vertical lift pump located in the 300 Block of Up the Bayou Road, Des Allemands, on the West Bank of St. Charles Parish, Louisiana.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:  
SECTION I. That the bid of Sealevel Construction, Inc. for the construction of St. Charles Parish Project No. P130301, Cortez Pump Station Capacity Increase and Upgrade (Re-Advertisement), be hereby approved and accepted, in the amount of \$770,410.00.

SECTION II. That the Parish President is hereby authorized to execute said contract documents 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, CULLEE, GIBBS, WOODRUFF, BELLOCK, FISHER-PERRIER  
NAYS: NONE  
ABSENT: FLETCHER

And the ordinance was declared adopted this 3rd day of October, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLO/DPARISH PRESIDENT: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RET/SECRETARY: \_\_\_\_\_  
AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

SECTION 00500

CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Sealevel Construction, Inc. hereinafter called the "Contractor", whose business address is \_\_\_\_\_, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner.
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Danny J. Hebert, P.E., LLC
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated May 17, 2016, Addenda number(s) 1, 2, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda hereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Construct the capacity increase and upgrades to the Cortez Pump Station as outlined in the construction plans.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Danny J. Hebert, P.E., LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete all of the Work under the Contract within 150 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner One Thousand dollars \$1,000.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated thereto. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5

CONTRACT PRICE

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:  
a) (\$770,410.00) Seven Hundred Seventy Thousand Four Hundred Ten Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6

PAYMENT PROCEDURES

- 6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.
- 6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.
- 6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:  
a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or  
b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.
- 6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.
- 6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.
- 6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.
- 6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contractor is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.
- 6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

ARTICLE 7

CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- 7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

- 7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or finishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

ARTICLE 8

CONTRACT DOCUMENTS

- 8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:  
a) Contract (Section 00500)  
b) Performance Bond (Section 00611)  
c) Payment Bond (Section 00610)  
d) Insurance Certificates  
e) Advertisement for Bids (Section 00010)  
f) Louisiana Uniform Public Works Bid Form (Section 00300)  
g) Addenda (Numbers 1 to 2 inclusive)  
h) Contract documents bearing the general title "P130301 Cortez Pump Station Capacity Increase and Upgrade (Re-Advertisement)" dated July 13, 2016.  
i) Drawings, consisting of a cover sheet dated July 13, 2016 and the sheets listed on Drawing C1.1; each sheet bearing the following general title: Cortez Pump Station Capacity Increase and Upgrade (Re-Advertisement)  
j) General Conditions (Section 00700)  
k) Supplementary Conditions (if applicable for compliance purposes) (Section 00800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

ARTICLE 9

MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.
- 9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

CONTRACTOR: Sealevel Construction,  
By: Richard J. Roth  
Title: President

ATTEST:  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
By: Richard J. Roth  
Title: Secretary

2016-0300  
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(GENERAL GOVERNMENT BUILDINGS)

ORDINANCE NO. 16-10-4  
An ordinance to approve and authorize the execution of a Contract with E3 Electrical, Inc. of Houma, LA for the St. Charles Parish Planning & Zoning Building Emergency Stand-by Generator, Project # FEMA-1603-DR-LA-0079, in the amount of \$174,430.00.

WHEREAS, sealed bids were received by St. Charles Parish on June 23, 2016 for the St. Charles Parish Planning & Zoning Building Emergency Stand-by Generator project at 14996 Hwy. 18 in Hahnville; and,

WHEREAS, Hussman & Associates, the Engineer for the project, has reviewed the bids and recommended that the project be awarded to E3 Electrical, Inc. of Houma, LA in the amount of \$174,430.00; and,

WHEREAS, the installation of a stand-by generator at the St. Charles Parish Planning & Zoning Building will provide enhanced security for the employees working in the building during emergencies and will allow for the resumption of vital permitting & regulatory services immediately following an emergency; and,

WHEREAS, said project is being funded by assistance provided by the Federal Emergency Administration (FEMA).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:  
SECTION I. That the bid of E3 Electrical, Inc. of Houma, LA for the St. Charles Parish Planning & Zoning Building Emergency Stand-by Generator project, Project # FEMA-1603-DR-LA-0079, be hereby approved and accepted in the amount of \$174,430.00.

SECTION II. That the Parish President is hereby authorized to execute said Contract 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, CULLEE, GIBBS, WOODRUFF, BELLOCK, FISHER-PERRIER  
NAYS: NONE  
ABSENT: FLETCHER

And the ordinance was declared adopted this 3rd day of October, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLO/DPARISH PRESIDENT: \_\_\_\_\_  
APPROVED: \_\_\_\_\_  
DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RET/SECRETARY: \_\_\_\_\_  
AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

SECTION 00500

CONTRACT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by E3 ELECTRICAL, INC. hereinafter called the "Contractor", whose business address is 1001 LAFFENTE ST., HOUMA, LA 70360, and the St. Charles Parish, hereinafter called the "Owner".

Owner and Contractor, in consideration of premises and the mutual covenants, consideration and agreement herein contained, agree as follows:

ARTICLE 1

STATEMENT OF WORK

- 1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner;
- 1.02 The abovementioned work shall be completed in strict accordance with Contract Documents prepared by: Hussman & Associates, LLC
- 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated MAY 13TH 2016, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda hereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.
- 1.04 The Work is generally described as follows: Provide a new generator for the existing building.

ARTICLE 2

ENGINEER

2.01 The Project has been designed by Hussman & Associates, LLC who is hereinafter called "Engineer" and who will assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3

CONTRACT TIME

3.01 The Contractor shall complete all of the Work under the Contract within 164 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4

LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work

is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner one hundred dollars \$100 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

**ARTICLE 5**

**CONTRACT PRICE**

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:  
**ONE HUNDRED SEVENTY-FOUR THOUSAND (\$174,430.00) FOUR HUNDRED THIRTY AND 7/100** Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

**ARTICLE 6**

**PAYMENT PROCEDURES**

6.01 Contractor shall submit Applications for Payment to the Engineer in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments. Progress payments will be based upon estimated quantities of contract unit price items or upon estimated percentages of completion of the schedule of lump sum values of labor and materials incorporated into the Work or suitably stored, on the last day of each month or other mutually agreed regular monthly date ending the progress payment period, less retainage.

6.03 Application for Payment Form. The form of the Application for Payment must be suitable to the Owner. The Owner reserves the right to withhold payment until the form of Application for Payment is deemed acceptable by the Owner.

6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:  
 a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or  
 b) Ninety-five percent (95%) of the approved payment applications for projects with contract prices of \$500,000.01 or greater.

6.05 The normal retainage shall not be due the Contractor until after Substantial Completion and expiration of the forty-five (45) day lien period and submission to the Engineer of a clear lien certificate and invoice for retainage.

6.06 Final Payment. Upon the final completion of all Work, the Contractor may request a final inspection and may make a final Application for Payment as provided by Paragraph 15.06 of the General Conditions.

6.07 Final Acceptance. When Final Acceptance is granted by the Owner, the Owner shall file the certificate with the Recorder of Mortgages for St. Charles Parish.

6.08 At the expiration of the lien period the Contractor shall obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the Owner for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

6.09 Claims. Pursuant to La. R.S. 38:2242, when the Owner receives any claim of nonpayment arising out of the Contract, the Owner shall deduct such claim from the Contract Sum. The Contractor, or any interested party, may deposit security, in accordance with La. R.S. 38:2242.2, guaranteeing payment of the claim with the Recorder of Mortgages for St. Charles Parish. When the Owner receives original proof of such guarantee from the Recorder of Mortgages, the claim deduction will be added back to the Contract Sum.

**ARTICLE 7**

**CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.02 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.

7.03 Contractor has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the information Available To Bidders and as provided in the General Conditions.

7.04 Contractor has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or finishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, Contractor has or will obtain or perform at no additional cost to the Owner such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by Contractor for such purposes.

**ARTICLE 8**

**CONTRACT DOCUMENTS**

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:  
 a) Contract (Section 00500)  
 b) Performance Bond (Section 00611)  
 c) Payment Bond (Section 00610)  
 d) Insurance Certificates  
 e) Advertisement for Bids (Section 00010)  
 f) Louisiana Uniform Public Works Bid Form (Section 00300)  
 g) Addenda (Numbers 1 to 1 inclusive)  
 h) Contract documents bearing the general title "St. Charles Parish Planning & Zoning Generator" dated May 13th 2016.  
 i) Drawings, consisting of a cover sheet dated May 13th 2016 and the sheets listed on Drawing T100, each sheet bearing the following general title: St. Charles Parish Planning & Zoning Generator  
 j) General Conditions (Section 00700)  
 k) Supplementary Conditions (if applicable for compliance purposes) (Section 0800)

There are no Contract Documents other than those listed above in this Article 8. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

**ARTICLE 9**

**MISCELLANEOUS**

9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound, and specifically but without limitation, monies that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the Owner may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without Contractor's consent and without recourse.

9.02 Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.03 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

OWNER: Parish of St. Charles  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

CONTRACTOR:  
 By: Stanley B. Whitney, III  
 Title: President

ATTEST:  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:  
 By: Philip L. Whitney  
 Title: Secretary

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark  
 COUNCIL SECRETARY

Publish on October 13, 2016

**SHERIFF'S SALE**

SHERIFF'S SALE  
 SHERIFF'S OFFICE  
 Suit No: (45)81799-C  
 Date: **Wednesday, September 21, 2016**  
 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
 VS  
 ROBIN N. COLLINS A/K/A ROBIN NICOLE  
 COLLINS A/K/A ROBIN NICOLE UPDEGRAFF,  
 A/K/A ROBIN DARVEAU, DECEASED  
 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, AUGUST 18, 2016, 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, NOVEMBER 16, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Ormond Country Club Estates Subdivision, being located in Section Y thereof and being further identified as Lot 37-D, all in accordance with the plan of subdivision drawn by J. J. Krebs & Sons, Inc., dated July 31, 1978, revised April 11, 1979, which plan of subdivision was approved by the St. Charles Parish Police Jury on June 4, 1979, and is registered in COB 228, folio 682.

According to the said plan Lot 37-D in Section Y commences 86 feet from the intersection of Carriage Lane and Stanton Hall Drive, is bounded by Carriage Lane, Stanton Hall Drive, Section I and Parcel 8 and measures 84 feet front on Stanton Hall Drive, same width in the rear, by a depth between equal and parallel lines of 70 feet.  
 All as shown on survey of Gerald B. Dunn, L.S., dated June 23, 1980, last revised March 12, 1982.  
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED THIRTY THOUSAND FOUR HUNDRED TWENTY-NINE AND 85 /100 (\$130,429.85) 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: **October 13, 2016**  
**November 10, 2016**  
 ATTORNEY FOR PLAINTIFF:  
 Fred J. Daigle  
 639 Loyola Ave, Ste 1800  
 New Orleans, LA 70113  
 504-522-8256  
 SCSO-CIV-209-0402

**SHERIFF'S SALE**

SHERIFF'S OFFICE  
 Suit No: (45)81888-C  
 Date: **Thursday, September 22, 2016**  
 FEDERAL NATIONAL MORTGAGE ASSOCIATION  
 VS  
 BRIAN LANDRY, 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, SEPTEMBER 8, 2016, 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, NOVEMBER 16, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, situated in the State of Louisiana, Parish of St. Charles, Ormond Country Club Estates, Section 2, in Square No. 13, bounded by Dunleith Drive, Linwood Drive, drainage servitude, and the North line of Subdivision, designated as Lot 507-D, more particularly described as follows, to-wit: Lot 507-D commences 2116.10 feet from the corner of Dunleith Drive and Linwood Drive and measures thence 60 feet front on Dunleith Drive, same width in the rear, by a depth of 110 feet between equal and parallel lines. According to a survey by Gilbert, Kelly and Couturie, Inc., dated June 19, 2000.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED FOUR THOUSAND FIVE HUNDRED NINETY AND 92 /

100 (\$104,590.92) 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: **October 13, 2016**  
**November 10, 2016**  
 ATTORNEY FOR PLAINTIFF:  
 Fred J. Daigle  
 639 Loyola Ave, Ste 1800  
 New Orleans, LA 70113  
 504-522-8256  
 SCSO-CIV-209-0402

**SHERIFF'S SALE**

SHERIFF'S SALE  
 SHERIFF'S OFFICE  
 Suit No: (45)81909-E  
 Date: **Tuesday, September 20, 2016**  
 CITIMORTGAGE, INC.  
 VS  
 CHERYL FLOYD ALBERT WIFE OF/AND CURT C. ALBERT  
 GREG CHAMPAGNE, SHERIFF  
 P.O. Box 426  
 HAHNVILLE, LA 70057  
 Parish of St. Charles  
 29th Judicial District Court  
 State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, SEPTEMBER 12, 2016, 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, NOVEMBER 16, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: LOT FIFTEEN (15) IN SQUARE "A", of the Luling Parkway Subdivision of Ashton Plantation in St. Charles Parish, Louisiana, said square being bounded by Bradwall Avenue, Pershing Highway, Estate of J. B. Gassen property line and St. Charles Boulevard, and said Lot 15 commencing at a point 476 feet and five inches from the corner of Bradwall Avenue and Pershing Highway, and measures fifty (50) feet front on Bradwall Avenue, by one hundred fifty (150) feet in depth between equal and parallel lines, as per map of subdivision of J. Devereaux O'Reilly, Civil Engineer, on June 26, 1927, and revised by Elbert G. Sandoz, Civil Engineer on March 24, 1930, registered in accordance with Louisiana Law, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining. Also according to survey by Dading Marques & Associates, Inc., dated January 23, 1992, said lot has the same measurements as set forth above except said lot is bounded by Bradwall Avenue, River Road, Pershing Highway, now of: formerly J. B. Gassen Property and St. Charles Boulevard (side). Said lot also measures fifty (50) feet in width across the rear.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: FIFTY-THREE THOUSAND FORTY AND 64/100 (\$53,040.64) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.  
 TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
 PUBLISH ON: **October 13, 2016**  
**November 10, 2016**  
 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
 ST. CHARLES PARISH  
 ATTORNEY FOR PLAINTIFF:  
 Louis G. Arceneaux  
 639 Loyola Ave, Ste 1800  
 New Orleans, LA 70113  
 504-522-8256  
 SCSO-CIV-209-0402

**SHERIFF'S SALE**

SHERIFF'S SALE  
 SHERIFF'S OFFICE  
 Suit No: (45) 79220-C  
 Date: **Tuesday, August 30, 2016**  
 WESTSTAR MORTGAGE CORP.  
 VS  
 JOLEEN R. COLE A/K/A JOLEEN COLE  
 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: THURSDAY, APRIL 21, 2016, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 19, 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 and advantages thereunto belonging or in anywise appertaining, situated in Hahnville, St. Charles Parish, Louisiana, in what is known as Keller Acres Subdivision, and according to plan of

survey of E. M. Collier, Surveyor, dated December 26, 1950, copy of which is on file in the Office of the Clerk of Court of St. Charles Parish, said lot is designated as Lot 28, Square 2, and measures 50 feet front on Elm Street, by a depth between equal and parallel lines of 150 feet. Which has the address of 163 Elm Street, Hahnville, LA 70057  
 And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED FIFTY-ONE AND 79 / 100 (\$153,151.79) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.  
 TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
 ST. CHARLES PARISH  
 PUBLISH ON: **September 15, 2016**  
**October 13, 2016**  
 ATTORNEY FOR PLAINTIFF:  
 Stacy Wheat  
 639 Loyola Avenue suite 1800  
 New Orleans, LA 70113  
 504-522-8256  
 SCSO-CIV-209-0402

**SHERIFF'S SALE**

SHERIFF'S SALE  
 SHERIFF'S OFFICE  
 Suit No: (45) 80391-C  
 Date: **Wednesday, August 31, 2016**  
 MTGLQ INVESTORS, L.P.  
 VS  
 CHRISTINA SOILEAU LANDRY A/K/A CHRISTINA MARY SOILEAU LANDRY WIFE OF/AND CALVIN C. LANDRY A/K/A CLAVIN COLBERT LANDRY  
 GREG CHAMPAGNE, SHERIFF  
 P.O. Box 426  
 HAHNVILLE, LA 70057  
 Parish of St. Charles  
 29th Judicial District Court  
 State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, SEPTEMBER 14, 2015, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 19, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT CERTAIN LOT OR PORTIONS OF GROUND, together with all the buildings and improvements thereon situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, in what is known as "The Subdivision of the East Half of Lot B", the same being a portion of the subdivision of the original Good Hope Plantation, and according to a plan of "Subdivision of the East Half of Lot B" prepared by H. E. Landry, Civil Engineer and Surveyor, dated Gretna, Louisiana, July 29, 1931, the lots or portions of ground herein conveyed are designated as ALL OF LOT ONE (1), BLOCK "F" AND SOUTH ONE-HALF (S ^) OF LOT TWO 2, BLOCK "F" and measures as follows:  
 Lot 1, Block "F" has a width or front on East "B" Street of 100 feet, by a depth of 84.4 feet between equal and parallel lines and forms the corner of Second Street and East "B" Street; South One-Half (S ^) of Lot 2, Block "F" has a front on East "B" Street of 50 feet, by a depth between equal and parallel lines of 84.4 feet and is bound on the east by Lot C of the original Good Hope Subdivision, on the north by the north one-half of Lot 2, on the west by East "B" Street and on the south by Lot 1 of Block "F"; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. Which has the address of 721 Second Street, Norco, LA 70079

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED ONE AND 37 / 100 (\$147,101.37) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.  
 TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
 PUBLISH ON: **September 15, 2016**  
**October 13, 2016**  
 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH  
 ATTORNEY FOR PLAINTIFF:  
 Stacy Wheat  
 639 Loyola Avenue suite 1800  
 New Orleans, LA 70113  
 504-522-8256  
 SCSO-CIV-209-0402

**SHERIFF'S SALE**

SHERIFF'S SALE  
 SHERIFF'S OFFICE  
 Suit No: (45) 79967-D  
 Date: **Wednesday, August 31, 2016**  
 JACQUELINE B ROBERT VS SUCCESSION OF CLAY J. AUGUST, JR.  
 GREG CHAMPAGNE, SHERIFF  
 P.O. Box 426 HAHNVILLE, LA 70057  
 Parish of St. Charles  
 29th Judicial District Court State of Louisiana  
 By virtue of and in obedience to a Writ of FIERI FACIAS directed to me by the Honorable 29TH JUDICIAL DIS-

TRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, AUGUST 17, 2016, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, OCTOBER 19, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: TWO CERTAIN LOTS OR PORTIONS OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the right bank of the Mississippi River, which lots are designated by the NUMBERS ONE (1) and TWO (2), SQUARE "C" in what is known as KELLER ACRES SUBDIVISION, at Hahnville, being a portion of Sections 3, 24 and 26, T13S, R20E, as per plan of subdivision by E.M. Collier, Surveyor, dated October, 1952, a copy of which is filed in the office of the Clerk of Court for reference; according to which plan, Lot 1, Square "C" measures 47.6 feet front on Ash Street, has a depth along Hahn Street of 100 feet, a depth along the line of Lot 2 of 100 feet and has a width in the rear of 46.6 feet. Lot 2, Square "C" measures 50 feet front on Ash Street by a depth between equal and parallel lines of 100 feet and a width in the rear of 50 feet.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: NINETEEN THOUSAND SEVEN HUNDRED NINETY-ONE AND 37 / 100 (\$19,791.37) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.  
 TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.  
 PUBLISH ON: **September 15, 2016**  
**October 13, 2016**  
 GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR  
 ST. CHARLES PARISH  
 ATTORNEY FOR PLAINTIFF: Leon C Vial  
 P.O. Box 321  
 Hahnville, LA 70057 504-783-6618  
 SCSO-CIV-209-0402

**PUBLIC NOTICE**



I, **John Allen LeBlanc**, have been convicted of **Indecent Behavior with Juveniles**. Date of Conviction: 06/16/1996. My address is 13448 Hwy 90, Apt Lot 34, Boutte, La. 70039.

RACE: White  
 SEX: Male  
 DOB: 06/22/1956  
 HGT: 6'0"  
 WGT: 180  
 HAIR COLOR: Brown  
 EYE COLOR: Brown

PUBLISH: **October 6, & 13, 2016**

**PUBLIC NOTICE**



I, **David Lynn Terry**, have been convicted of **Commit or Attempt Lewd Act on Child <16**. Date of Conviction: 05/20/1997. My address is 141 Matis Rd., Apt Lot 113, Hahnville, LA 70057.

RACE: White  
 SEX: Male  
 DOB: 02/26/1957  
 HGT: 5'10"  
 WGT: 215  
 HAIR COLOR: Gray  
 EYE COLOR: Green

PUBLISH: **October 6, & 13, 2016**

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

985-758-2795

**PUBLIC NOTICE**

**PUBLIC NOTICE**

**REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER**

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.035 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of .028 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of \$56.39 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanup per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty two dollars and eight cents (\$46.09) per cubic yard will be assessed. An administration fee of \$35.24 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

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

- Daniel Wells** (Harlem Heights)  
Lot 5 (314 South Kinler Street)  
Nature of violation: grass cutting & removal of debris
- Demeris Jackson** (Harlem Heights)  
Lot 4(320 S Kinler Street)  
Nature of violation: grass cutting & removal of debris
- Mildred Griffin Hall** (Booker T Washington)  
Lot 5-6 (532 South Kinler Street)  
Nature of violation: grass cutting & removal of debris
- John Williams** (Fashion Plantation)  
Lot 352 (812 S Fashion Blvd.)  
Nature of violation: grass cutting & removal of debris
- Glenn Davis** (Flagville)  
Lot north 1/2 of 26 (509 Courthouse Lane Apt. 2)  
Nature of violation: grass cutting & removal of debris
- Noel Family, LLC** (Home Place)  
Lot C-6-B (122 Keller Street)  
Nature of violation: grass cutting & removal of debris
- Chris and Melissa Fairrow** (Almedina)  
Lot 117-A (227 Eisenhower Street)  
Nature of violation: grass cutting & removal of debris
- Vivian Vieknair Pitre** (Vieknair Property)  
Lot a portion of 1 (159 Post Street)  
Nature of violation: grass cutting & removal of debris
- Leroy Foret**  
Lot 14.6 acre tract of land adjacent to north (181 Pitt Road)  
Nature of violation: grass cutting & removal of debris
- Bank of New York Mellon** (Fashion Plantation)  
Lot 246 (123 General Lee Drive)  
Nature of violation: grass cutting & removal of debris
- OTS Properties, LLC** (Village of Hahnville)  
Lot 5-A and 5-B (122 Byrd Lane)  
Nature of violation: grass cutting & removal of debris
- Fredrick White, Jr.** (Elkinsville)  
Lot 15 of tract 5-6 (270 2<sup>nd</sup> Street)  
Nature of violation: grass cutting & removal of debris
- E F Meadowlands Properties, LLC** (Meadowlands)  
Lot C-4 (100 Hollywood Park Drive)  
Nature of violation: grass cutting & removal of debris
- A Plus Construction, LLC** (Ashton Plantation Estates)  
Lot 20 (21 Lac Cypriere Drive)  
Nature of violation: grass cutting & removal of debris

# Your Community, Your News



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