

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



Larry Cochran
Parish President
985-783-5000
lcochran@stcharlesgov.net



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



Mary K. Clutee
Councilwoman, District II
985-308-1690
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Dick Gibbs
Councilman, District III
985-307-0182
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William "Billy" Woodruff
Councilman, District IV
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bwodruff@stcharlesgov.net



Marilyn B. Bellock
Councilwoman, District V
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Traci A. Fletcher
Councilwoman, District VI
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tfletcher@stcharlesgov.net



Julia Fisher-Perrier
Councilwoman, District VII
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jperrier@stcharlesgov.net



Wendy Benedetto
Councilwoman-At-Large,
Division A
985-307-0350
wbenedetto@stcharlesgov.net



Paul J. Hogan
Councilman-At-Large, Division B
985-306-0085
phogan@stcharlesgov.net

PUBLIC NOTICE

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON NOVEMBER 3, 2016 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:

TABLED CASE: 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.

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 & 32, T13S-R20E (situated between 16011 and 16061 River Road), Hahnville, Zoning District R-1A, Council District 1.

PUBLIC HEARINGS: PZHO-2016-25 requested by **Benjamin Dewhurst** for a home occupation for "Ben's Plumbing Repairs, LLC" at **358 Marcia Dr., Luling**, Zoning District R-1A, Council District 7.

PZHO-2016-26 requested by **Michael Adams** for a home occupation – "Adams Electric" at **327 Madewood Dr., Destrehan**, Zoning District R-1A, Council District 3.

PZHO-2016-27 requested by **Michael R. Caminita, Jr.** for a home occupation for "Caminita Plumbing, LLC" at **217 River Village Dr., Destrehan**, Zoning District R-1A, Council District 3.

PZR-2016-15 requested by **Dave Morrison for Mix Brother Tank Services, Inc.** for zoning reclassification from C-2 & C-3 to M-1 at **15962, 15958, 15956 River Road, Norco**, Council District 6.

PZSPU-2016-05 requested by **German Coast Farmers Market** for a special permit for the German Coast Farmers Market (a green market) to operate at **1313 Paul Maillard Rd., Luling**, Council District 2.

PZSPU-2016-06 requested by **St. Charles Parish Library** for a special permit to operate a library in a CR-1 zoning district at **590 Apple St., Norco**, Council District 6.

ALTERNATE DATE: November 10, 2016
PUBLISH 10/20, 10/27, 11/3

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

The Port of South Louisiana, Parish of Saint John the Baptist, hereby advertises for bids in accordance with LA R.S. 38:2212.1 for:

One Hyundai Wheel Loader HL-980XTD or an equivalent product having the same general style, type, character and quality of the Hyundai Wheel Loader HL-980XTD.

The Wheel Loader shall comply with the minimum bid specifications and shall be delivered to the Port of South Louisiana Global Facility. Bidders shall furnish descriptive literature, complete specifications and all other necessary data on the equipment they propose to furnish. Should bidder's machine not comply with minimum specifications requirements, Bidder shall provide detailed exception and explanation as to the variances. Failure to note exceptions to minimum bid specifications shall be cause for rejection of bid.

New and Fully Functional Equipment Only. No used or remanufactured products will be accepted.

Each bid shall include a proposal guaranty in the amount of 5% of the bid payable to the Port of South Louisiana.

Scaled Bids must be received by the Port of South Louisiana, 171 Belle Terre Boulevard, LaPlace, Louisiana 70068, either by mail, hand delivery or electronic bid, no later than 9:00 AM local time on Friday, November 4, 2016. Promptly thereafter, the bids will be publicly opened and read aloud at the Port of South Louisiana, 171 Belle Terre Boulevard, LaPlace, Louisiana.

Bidder's name should be printed outside of the sealed bid. Please mark all envelopes "Sealed Bid - Wheel Loader". Electronic bids are accepted on the Central Auction House Bidding Website: www.centralauctionhouse.com. The bid will be awarded to the lowest responsive and responsible bidder who bid in accordance to the specifications.

Complete Bidding Documents can be examined at the Port of South Louisiana, 171 Belle Terre Blvd., LaPlace, Louisiana 70068 or at www.centralauctionhouse.com. Any questions, please contact Dale Hymel, Port of South Louisiana, P.O. Box 909, 171 Belle Terre Blvd., LaPlace, Louisiana, (985) 652-9278.

The Port of South Louisiana reserves the right to reject any and all bids for just cause in accordance with LA RS 38:2214B.

OWNER
BY: Paul Aucoin
TITLE: Executive Director

Publish October 20 & 27, 2016

PUBLIC NOTICE

LEGAL NOTICE

TWENTY NINTH JUDICIAL DISTRICT COURT
PARISH OF ST. CHARLES
STATE OF LOUISIANA
DONNA HOWARD ET AL V. UNION CARBIDE CORPORATION
CASE NO. 50,339

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

To those persons domiciled or working between the Union Carbide Plant and the towns of Taft and Killona, including the towns of Taft and Killona, and those domiciled in the town of Montz, who were present in these locations for some time, from 10:00 p.m. on September 10, 1998 until 3:00 p.m. on September 11, 1998; and who experienced the physical symptoms which include any or all of the following – eyes, nose or throat irritation, coughing, choking or gagging, or nausea, as a result of their exposure to naphtha or other chemical substance released from Union Carbide, PLEASE READ THIS NOTICE CAREFULLY BECAUSE IT MAY AFFECT YOUR RIGHTS IN A PENDING LAWSUIT

Excluded from the class are all visitor claimants who are domiciled and worked outside the class boundaries but claim they were present in these locations.

A settlement of this lawsuit has been reached. The Court did not decide the merits of this case in favor of Plaintiffs or Union Carbide. Instead, the Class Representatives and their attorneys have reached a settlement during mediation that they believe is best for all Class Members. This agreement cannot be changed by the Court or the parties.

A Settlement Class Member wishing to object to the settlement must file a written objection to the Settlement with the Court, and must also mail copies of the objection to Class Counsel and Union Carbide's Counsel at the addresses listed below, postmarked on or before December 1, 2016.

A Final Approval hearing will be held on December 15, 2016 at 1:00 o'clock p.m. before Judge Timothy Marcel of the courthouse in Hahnville, Louisiana

Only those persons who filed a proof of claim in a timely manner are entitled to participate in the settlement. A list of Howard Class Members can be found at:

- Attached to the Class Notice at the St. Charles Parish Court House in Hahnville, LA
- Howard Class Members list on the website of www.lennonlawfirm.com
- Howard Class Members list on the website of www.bblawla.com

The settlement provides for a broad release of all claims relating to the incident that occurred at Union Carbide's facility on September 10 and 11, 1998. If the settlement is approved, any legal action you may have against Union Carbide Corporation regarding the conduct at issue in this lawsuit will be released.

FOR MORE INFORMATION, PLEASE CONTACT PLAINTIFFS STEERING COMMITTEE:
Andrew A. Lemmon
Lemmon Law Firm, LLC
P.O. Box 904
Hahnville, Louisiana 70057
985-783-6789
www.lennonlawfirm.com
andrew@lennonlawfirm.com

UNION CARBIDE COUNSEL:
Lexi T. Hologna
Blenven, Bonnacore, Faco, Viator & Hologna, APLLC
4210 Bluchonnet Boulevard
Baton Rouge, Louisiana 70809
(225) 388-5600
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www.bblawla.com

Publish October 20 & 27, 2016

PUBLIC NOTICE

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.

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, NOVEMBER 14, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2016-0368 (10/17/16, Cochran, M. Albert)
An ordinance to amend the Code of Ordinances to modify permit fees, Chapter 6 Buildings and Building Regulations, Article II. Building and Related Construction Codes, Section 6-15. Fees. (a) Permit, plan review, and inspection fees by type.

2016-0369 (10/17/16, Cochran, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot 1A of the subdivision of a portion of Section 6, T11S R7E, 17898 River Road, Montz, from C-1 to R-1A as requested by Kevin & Shannon Templett.

2016-0370 (10/17/16, Cochran, R. Raymond)
An ordinance to authorize the Parish President to make full and final settlement in the matter entitled "Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr.", 29th Judicial District Court, Parish of St. Charles, No. 69251.

2015-0341 (10/17/16, Hogan)
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.

PUBLISH: October 20, 27, 2016
November 3, 10, 2016

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES ADOPTED AT THE MEETING OF OCTOBER 3, 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

Final
Council Chairman Wendy Benedetto
Councilmembers Paul J. Hogan,
Terrell D. Wilson, Mary K. Clutee, Dick Gibbs,
William Billy Woodruff, Marilyn B. Bellock,
Traci A. Fletcher, Julia Fisher-Perrier

Monday, October 3, 2016 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present: 6 - Wendy Benedetto, Paul J. Hogan, Terrell D. Wilson, Mary K. Clutee, John R. Dick Gibbs, William Woodruff, Marilyn B. Bellock, and Julia Fisher-Perrier

Absent: 1 - Traci A. Fletcher

Also Present

Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Darin Duke, Executive Director of Community Affairs Dwayne LaGrange, Executive Director of Technology and Communications Anthony Ayo, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Fauchais, Public Works Assistant Director and Contract Monitor Stephen Trull, Planning & Zoning Director Michael Albert, Public Information Officer Tristen Babin, General Government Buildings Facilities Manager Philip Dufrene

CALL TO ORDER

PRAYER / PLEDGE

Pastor Chris Housewright
Grace Point Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Gibbs, seconded by Councilmember Fisher-Perrier, to approve the minutes from the regular meeting of September 19, 2016. The motion carried by the following vote:

Yes: 8 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock and Fisher-Perrier
No: 0

Absent: 1 - Fletcher

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2016-0334

Proclamation: "National Night Out"

Sponsors: Mr. Cochran

A motion was made by Councilmember Gibbs, seconded by Councilmember Wilson, to accept the revised version of File No. 2016-0334. The motion carried by the following vote:

Yes: 8 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock and Fisher-Perrier
No: 0

Absent: 1 - Fletcher

Amended

2016-0334

Proclamation: "National Night Out"

Sponsors: Mr. Cochran

Read

2016-0346

In Recognition: St. Rose Volunteer Fire Department

Sponsors: Mr. Cochran

Deferred

2016-0349

Proclamation: "National Breast Cancer Awareness Month in St. Charles Parish"

Sponsors: Ms. Fisher-Perrier
Read

2016-0350
Proclamation: "Domestic Violence Awareness Month"
Sponsors: Ms. Benedetto
Read

2016-0347
Proclamation: "National 4-H Week"
Sponsors: Ms. Fletcher
Read

2016-0351
Proclamation: "Fire Prevention Week"
Sponsors: Mr. Cochran
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2016-0352
The Arc of St. Charles
Ms. Victoria Bryant, Executive Director
Ms. Raven LaFiche, Director of Vocational Programs
Council Discussion
Reported

2016-0353
Contract Monitor
Public Works Assistant Director and Contract Monitor Stephen Trull
Council Discussion
Mr. Trull spoke on the matter.
Reported

2016-0354
Parish President Remarks/Report
Sponsors: Mr. Cochran
Deferred

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO 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 17, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2016-0357
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.
Sponsors: Mr. Wilson
Publish/Scheduled for Public Hearing to the Parish Council on October 17, 2016

2016-0358
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", 29th Judicial District Court, Parish of St. Charles, No. 80,505 consolidated with 77453 and 77452-E.
Sponsors: Mr. Cochran and Department of Legal Services
Publish/Scheduled for Public Hearing to the Parish Council on October 17, 2016

2016-0275
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 15028 River Road in Hahnville. Base bid in the amount of \$342,000.00, Parish Project No. P160501.
Sponsors: Mr. Cochran and Department of Emergency Preparedness
Publish/Scheduled for Public Hearing to the Parish Council on October 17, 2016

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO AUTHORIZED THAT THE ORDINANCE, 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 TUESDAY, OCTOBER 25, 2016, 8:00 A.M.; THURSDAY, OCTOBER 27, 2016, 6:00 P.M.; AND TUESDAY, NOVEMBER 1, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2016-0223
An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2017.
Sponsors: Mr. Cochran and Department of Finance
Publish/Scheduled for Public Hearing to the Parish Council on October 25, 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
Reported:
P & Z Department Recommended: Denial
Planning Commission Recommended: Denial
Speakers:
Mr. Corey Savoie, Luling
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Woodruff, to extend Mr. Savoie's time an additional three minutes. The motion carried by the following vote:
Yes: 8 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock and Fisher-Perrier
No: 0
Absent: 1 - Fletcher
Time Extended
Public Hearing Requirements Satisfied
Council Discussion
Mr. Savoie spoke on the matter.
VOTE ON THE PROPOSED ORDINANCE
Yes: 7 - Benedetto, Wilson, Clutee, Gibbs, Woodruff, Bellock and Fisher-Perrier
No: 1 - Hogan
Absent: 1 - Fletcher
Enactment No: 16-10-1

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

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(O). 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
Chief Administrative Officer Billy Raymond requested File No. 2016-0342 be postponed indefinitely.
Public Hearing Requirements Not Satisfied
A motion was made by Councilmember Wilson, seconded by Councilmember Clutee, to postpone indefinitely File No. 2016-0342. The motion carried by the following vote:
Yes: 8 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock and Fisher-Perrier
No: 0

Absent: 1 - Fletcher
Postponed indefinitely
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.

And the ordinance was declared adopted this 17th day of October, 2016, to become effective five (5) days after publication in the Official Journal.
ACTING CHAIRMAN: [Signature]
SECRETARY: [Signature]
CLERK/PARISH PRESIDENT: [Signature]
APPROVED: [Signature] DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RETROSECRETARY: [Signature]
AT: 8:30a REC'D BY: [Signature]

authority. The Parties recognize that certain public officials will be privy to the terms and conditions of this Settlement and Release Agreement and will make every effort to assure the Wallace C. Drennan, Inc. that the terms and conditions are not released after the execution of this Settlement and Release Agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

9. GOVERNING LAW: This Settlement and Release Agreement shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.
10. ADDITIONAL DOCUMENTS: All parties agree to cooperate fully and execute any and all documents and supplemental documents and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of the Settlement and Release Agreement.

AS AGREED: PLAINTIFF AND DEFENDANT-IN-RECONVENTION, WALLACE C. DRENNAN, INC. BY [Signature] IN HIS OFFICIAL CAPACITY AND AUTHORIZATION TO ENTER INTO THE AGREEMENT ON BEHALF OF WALLACE C. DRENNAN, INC.

LORETTA G. MINCE ATTORNEY FOR WALLACE C. DRENNAN, INC. EXECUTED AS OF THIS [Signature] DAY OF [Signature], 2016.

DEFENDANTS AND PLAINTIFFS-IN-RECONVENTION, ST. CHARLES PARISH AND V.J. ST. PIERRE IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH HAVING BEEN SUBSTITUTED WITH LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH.

LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH CHARLES M. RAYMOND ATTORNEY FOR DEFENDANTS AND PLAINTIFFS-IN-RECONVENTION EXECUTED AS OF THIS [Signature] DAY OF [Signature], 2016.

ACKNOWLEDGEMENT

STATE OF LOUISIANA PARISH OF BEFORE ME, the undersigned authority and in the presence of the undersigned witnesses and Notary Public, personally came and appeared WALLACE C. DRENNAN, on behalf of and as PRESIDENT OF WALLACE C. DRENNAN, INC., a Louisiana corporation domiciled and doing business in the Parish of Jefferson, State of Louisiana, who, being by me first duly sworn, did depose and say:

That He has read and fully understands the above and foregoing Full and Final Settlement and Release Agreement, and that HE has executed this instrument in multiple counterparts in his official capacity as President of WALLACE C. DRENNAN, INC. and has complete authority to enter into this Settlement and Release Agreement on behalf of and forever binding WALLACE C. DRENNAN, INC. for the purposes herein set forth.

WALLACE C. DRENNAN, AS PRESIDENT OF WALLACE C. DRENNAN, INC.

WITNESSES: [Signature]

PRINT NAME: ADDRESS:

PRINT NAME: ADDRESS:

SWORN TO AND SUBSCRIBED before me, this [Signature] day of [Signature], 2016.

NOTARY PUBLIC PRINTED NAME: ADDRESS: COMMISSION NUMBER: COMMISSION EXPIRATION: SEAL.

29th JUDICIAL DISTRICT COURT FOR THE PARISH OF ST. CHARLES STATE OF LOUISIANA NO.: 80,506 c/w 77453 and 77452 DIVISION: "E" WALLACE C. DRENNAN, INC. VERSUS ST. CHARLES PARISH ET AL. FILED: [Signature] DEPUTY CLERK

JOINT MOTION TO DISMISS ALL CLAIMS WITH PREJUDICE

NOW INTO COURT, through undersigned counsel, come Plaintiff, Wallace C. Drennan, Inc. and Defendants, St. Charles Parish and Larry Cochran, (having been substituted for V.J. St. Pierre who is no longer the Parish President due to term limit) who now represent to the Court that all matters have been compromised and resolved in full and complete satisfaction and in particular but not exclusively the following judgments rendered in cases # 80506 on November 16, 2015 in which \$2000 for attorney's fees was awarded, and in case #77453 on July 29, 2016 in which \$155,827.25 with interest was awarded and in case #16 CA 177 on September 22, 2016 in which \$2500 was awarded for attorney's fees and who now move the Court for a Judgment dismissing all claims with prejudice and for all parties to pay their respective costs.

WHEREFORE PLAINTIFF AND DEFENDANTS PRAY THAT the District Court dismiss all claims with prejudice with all parties to pay their respective costs.

RESPECTFULLY SUBMITTED, Loretta G. Mince Benjamin D. Reichard FISHMAN HAYGOOD, L.L.P. 201 St. Charles Ave. 4th Floor New Orleans, LA 70170-4600 Steve Griffith 13358 River Road P.O. Box 999 Destrehan, Louisiana 70047 Attorneys for Wallace C. Drennan, Inc.

Charles M. Raymond (Bar No.: 11407) S. Eliza James (Bar No.: 35182) LAW OFFICES OF CHARLES M. RAYMOND, L.L.C. 13551 River Road Luling, Louisiana Phone: (985) 308-1509 Fax: (985) 308-1521 Attorneys for St. Charles Parish and Larry Cochran (formerly V.J. St. Pierre) in his capacity as Parish President

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

STATE OF LOUISIANA NO.: 80,506 c/w 77453 and 77452 DIVISION: "E" WALLACE C. DRENNAN, INC.

VERSUS ST. CHARLES PARISH AND V.J. ST. PIERRE, IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

FILED: [Signature] DEPUTY CLERK

JUDGMENT

Considering the foregoing Motion by the Parties,

IT IS HEREBY ADJUDGED AND DECREED that the above captioned consolidated cases are and be dismissed with prejudice.

IT IS FURTHER ADJUDGED AND DECREED all parties to pay their respective costs.

Hahnville, Louisiana, this [Signature] day of [Signature], 2016.

HONORABLE TIMOTHY E. MARCEL JUDGE, 29 JUDICIAL DISTRICT

2016-0275 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF EMERGENCY PREPAREDNESS) ORDINANCE NO. 16-10-7 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.

2016-0344 An ordinance to approve and authorize the execution of a Construction Contract with Sealveal Construction, Inc. for Parish Project No. P130301, Cortez Pump Station Capacity Increase and Upgrade (Re-Advertisement), in the amount of \$770,410.00.

2016-0358 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF LEGAL SERVICES) ORDINANCE NO. 16-10-6 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", 29th Judicial District Court, Parish of St. Charles, No. 80,506 consolidated with 77453 and 77452-E.

WHEREAS, Judgment and Incorporated Reasons were rendered by the Honorable Timothy Marcel, Judge, on July 29, 2016, in connection with the St. Charles Parish Public Works Project known as Canal #10 Drainage Improvements, Project No. P09C2012, for the full contract price, as amended by change order, in the amount of \$1,228,946.14, subject to credit for any sums previously paid to Wallace C. Drennan, Inc., leaving an unpaid balance of \$100,000.00, together with interest on any outstanding unpaid sums at the legal rate from June 7, 2013 until paid, and all costs; and, Additionally, the Court awarded \$5,027.25 to Wallace C. Drennan, Inc. for labor, materials and equipment costs incurred in the performance of the work performed outside the scope of the plans and specifications of the contract, together with interest thereon at the legal rate from June 7, 2013 until paid; and, Wallace C. Drennan, Inc. was also awarded attorneys' fees in the amount of \$50,000.00 together with interest at the judicial rate from the date of the judgment until paid; and, the total payoff of the judgment is \$171,632.00; and, WHEREAS, the parties have agreed to compromise and make full and final settlement for the sum of \$160,000.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION 1. That the President of St. Charles Parish is hereby authorized to execute a Full and Final Settlement Agreement, and pay to Wallace C. Drennan, Inc. the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100THS (\$160,000.00) DOLLARS. The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: BENEDETTO

And the ordinance was declared adopted this 17th day of October, 2016, to become effective five (5) days after publication in the Official Journal. ACTING CHAIRMAN: [Signature] SECRETARY: [Signature] CLERK/PARISH PRESIDENT: [Signature] APPROVED: [Signature] DISAPPROVED: [Signature] PARISH PRESIDENT: [Signature] RETROSECRETARY: [Signature] AT: 8:30a REC'D BY: [Signature]

FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT This Full and Final Settlement and Release Agreement (referred below as the "Settlement and Release Agreement or Agreement") is entered into and executed (along with the initials at the end of each page) in multiple originals on the dates set forth below by the following parties:

PARTIES: PLAINTIFF AND DEFENDANT-IN-RECONVENTION: WALLACE C. DRENNAN, INC.

DEFENDANTS AND PLAINTIFFS-IN-RECONVENTION (REFERRED BELOW AS "DEFENDANTS OR RELEASED PARTIES"): ST. CHARLES PARISH, V.J. ST. PIERRE IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH HAVING BEEN SUBSTITUTED WITH LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH.

1. ORIGINS OF THE SETTLEMENT AND RELEASE AGREEMENT: This Settlement and Release Agreement arises from the allegations and claims asserted in the various pleadings captioned WALLACE C. DRENNAN, INC. VERSUS ST. CHARLES PARISH AND V.J. ST. PIERRE IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH, CASE NUMBER 80506 C/W 77453 C/W 77452, 29th Judicial District Court, Parish of St. Charles, State of Louisiana, including that of a Writ of Mandamus (\$0506) filed September 29, 2015, a Petition for Damages and an Amended and Restated Petition for Damages (77453) filed on October 13, 2013, an Answer and Reconvotional Demand filed on February 14, 2014 and the appeal taken to the Louisiana Court of Appeals, 5th Circuit, # 16CA177. The allegations are incorporated herein as if the allegations had been restated and included in the documents as set forth in the pleadings listed in the suit numbers above or as if the pleadings have been attached herein. For reference, the Pleadings can be found in the Clerk of Court's office for the Parish of St. Charles and the Clerk of Court's office for the Court of Appeal, 5th Circuit.

2. PAYMENTS AND CONSIDERATION: In consideration of this Settlement and Release Agreement, the Defendants and Plaintiffs-in-Reconvension hereby agrees to pay One Hundred Sixty Thousand Dollars and 00/100 cents (\$160,000.00) to Wallace C. Drennan, Inc. who acknowledges and accepts the receipt of payment of the funds.

3. GENERAL RELEASE AND DISCHARGE In consideration of the payments stipulated in Section 2 herein, Wallace C. Drennan, Inc. completely releases, acquits and forever discharges the Defendants, the Released Parties, their predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on their behalf, as well as any and all others for whose acts or omissions any of the said parties might be responsible (collectively referred to as the "Released Parties") from any and all rights, claims, demands, damages, liabilities, responsibilities or actions of any kind or nature whatsoever which Wallace C. Drennan, Inc. now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by the allegations referenced in Section 1, Origins of the Settlement and Release, whether asserted or not asserted, and by Defendants' allegations contained in the pleadings in Section 1, Origins of Settlement and Release. As part of this Settlement and Release Agreement, Wallace C. Drennan, Inc., hereby authorizes and directs its attorney to dismiss its lawsuit in the District Court with full prejudice against Defendants and Plaintiffs-in-Reconvension forever barring any action in the future involving the claims and defenses as asserted in Section 1 above. Defendants and Plaintiffs-in-Reconvension will dismiss with prejudice its claims against Wallace C. Drennan, Inc. with prejudice.

This Settlement and Release Agreement shall be a full, binding final and complete settlement and release of all existing claims and of all claims which may arise in the future between the parties regarding the allegations incorporated and found in Section 1, Origins of Settlement and Release Agreement. This Settlement and Release Agreement shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above, and to support and prove any obligation thereunder, and may be offered into evidence and pled in support thereof without objection.

Wallace C. Drennan, Inc. hereby agrees that this Settlement and Release Agreement is a general release, and that it waives and assumes the risk of any and all claims for damage, loss or injury that exist as of this date, whether through ignorance, oversight, error, negligence, or otherwise, and that if known would materially affect Wallace C. Drennan, Inc.'s decision to enter this Settlement and Release Agreement. It is, nonetheless, Wallace C. Drennan, Inc.'s intention and agreement that any claims it may have against the Released Parties for any such injury or claims for damages as set forth as allegations in the pleadings referenced in Section 1, are the subject of this Settlement and Release Agreement and are hereby completely released, acquitted and forever discharged.

Wallace C. Drennan, Inc. further agrees to accept payment of the sum specified in Section 2 of this Settlement and Release Agreement in complete compromise of any rights, claims, demands or actions of any kind or nature whatsoever that may arise in the future including, but not limited to claims that it may have at any time in the future and that in any way arise out of the claims or allegations asserted in Section 1 above. It is Wallace C. Drennan, Inc.'s intention and desire that this Settlement and Release Agreement be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Wallace C. Drennan, Inc. or its successors, or assigns or any person or entity claiming by, through, under or on behalf of it for any claims, demands, actions or causes of action of whatsoever nature or character regarding Wallace C. Drennan, Inc.'s claims against Released Parties as set forth in Section 1 above. It is understood and agreed by and among the parties that this Settlement and Release Agreement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection therewith are not to be construed as an admission of liability or fault on the part of the Released Parties, all of whom expressly deny any liability in connection herewith or on the part of Wallace C. Drennan, Inc.

4. ATTORNEY'S FEES Wallace C. Drennan, Inc. and the Released Parties shall bear their own attorneys' fees arising from the action of their own counsel in connection with the Lawsuit, this Settlement and Release Agreement, and the matters and documents referred in Section 1 above.

5. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT Wallace C. Drennan, Inc. warrants that no other person or entities have any interest in the claims referred to in this Settlement and Release Agreement, and that it has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Agreement. Further, Wallace C. Drennan, Inc. and the Released Parties warrant that their representatives signing on Wallace C. Drennan, Inc.'s and the Released Parties' behalf have the full authority to enter into this Agreement.

6. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST This Settlement and Release Agreement contains the entire agreement between Wallace C. Drennan, Inc. and the Released Parties with regard to the matter set forth Section 1 above, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Wallace C. Drennan, Inc. hereby agrees that this Settlement and Release Agreement shall be construed in the broadest possible sense in favor of the Released Parties.

It is also the intention of the parties entering into this Settlement and Release Agreement that the various provisions of this Settlement and Release Agreement be considered as separate and distinct. Further, if any portion or portions of this Settlement and Release Agreement are deemed invalid or ineffective, the otherwise valid portion or portions of the Settlement and Release Agreement shall remain valid and in full effect and, further, that any invalid portion or portions of the Settlement and Release Agreement may be severed without invalidation of the Settlement and Release Agreement as a whole.

7. REPRESENTATION OF COMPREHENSION OF SETTLEMENT AND RELEASE AGREEMENT: In entering into this Settlement and Release Agreement, Wallace C. Drennan, Inc. represents that the terms of this Settlement and Release Agreement has been completely explained to its officers of the corporation by their attorney, and that those terms are fully understood and accepted by its officers of the corporation. The Released Parties represent that the terms and conditions of this Settlement and Release Agreement have been fully vetted at a public hearing as required by law.

This Settlement and Release Agreement is the product of arm's-length negotiations between parties represented by counsel. No party shall be deemed to be the drafter of this Settlement and Release Agreement or any of its provisions. No presumption shall be deemed to exist in favor for or against any party as a result of the preparation or negotiation of this Settlement and Release Agreement.

8. CONFIDENTIALITY: The terms of this Settlement and Release Agreement shall remain confidential upon the execution of the agreement except should there be a FOIA or Public Records Request under State Law, then the terms and conditions of the Settlement and Release Agreement may be released as required by law. Further, nothing in this agreement shall prevent the parties from disclosure to those parties that may be required to have the information such as any taxing

2015-0341 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.

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.

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.

2016-0355 Accept resignation of Mr. John J. Landry, III - St. Charles Hospital Service District Board of Commissioners Resignation Accepted by the following vote:

2016-0356 A resolution to appoint a member to the Hospital Service District Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember Woodruff, seconded by Councilmember Wilson, to adjourn the meeting at approximately 7:25 pm. The motion carried by the following vote:

2016-0357 INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I ORDINANCE NO. 16-10-5 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.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 15 Motor Vehicles and Traffic provides for the installation of traffic control signs; and, WHEREAS, it is the desire of the Parish Council to authorize the installation of an "ALL-WAY STOP" sign at the intersection of South Destrehan Avenue and Church Street in Destrehan.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That there is hereby established an "ALL-WAY STOP" sign at the intersection of South Destrehan Avenue and Church Street in Destrehan.

SECTION II. That the Department of Public Works is hereby authorized to erect and maintain said "ALL-WAY STOP" signs.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows: YEAS: HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: BENEDETTO

APPOINTMENTS 2016-0355

2016-0356

ADJOURNMENT

2016-0357

2016-0358

2016-0359

2016-0360

2016-0361

2016-0362

2016-0363

2016-0364

2016-0365

2016-0366

2016-0367

2016-0368

2016-0369

2016-0370

2016-0371

2016-0372

2016-0373

2016-0374

2016-0375

2016-0376

2016-0377

2016-0378

2016-0379

2016-0380

2016-0381

2016-0382

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2016-0409

2016-0410

2016-0411

2016-0412

2016-0413

2016-0414

2016-0415

2016-0416

2016-0417

2016-0418

2016-0419

2016-0420

Publish October 27, 2016 ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

THE FOLLOWING ORDINANCES AND RESOLUTIONS ARE AN OFFICIAL EXTRACT FROM THE MINUTES OF THE MEETING OF THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES HELD MONDAY, OCTOBER 17, 2016, COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, LOUISIANA. THE COMPLETE TEXT OF THE ATTACHMENTS TO THESE DOCUMENTS IS AVAILABLE FOR PUBLIC REVIEW AT THE PARISH COUNCIL OFFICE, COURTHOUSE, HAHNVILLE.

2016-0357 INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I ORDINANCE NO. 16-10-5 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 A resolution to appoint a member to the Hospital Service District Vacancy Announced

2016-0359

Tiffany K. Clark Council Secretary

WHEREAS, sealed bids were received by St. Charles Parish on June 28, 2016, for Parish Project No. P160501; and, WHEREAS, Huseman and Associates Consulting Engineers, Jason Chauvin, PE, the Engineer for said project, has reviewed the bids and recommended that the Contract be awarded to the low bidder, Ready Power, LLC, in the amount of \$342,000.00; and, WHEREAS, it is in the best interest of St. Charles Parish to award the Base Bid (Parish Project No. P160501), for modifying the generators and adding a transfer switch to the Emergency Operations Center. THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the bid of Ready Power LLC, for the construction of Parish Project No. P160501, is hereby approved and accepted in the amount of \$342,000.00. 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: HOGAN, WILSON, CLOLEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: BENEDETTO And the ordinance was declared adopted this 17th day of October, 2016, to become effective five (5) days after publication in the Official Journal.

- 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 N/A to N/A inclusive)
h) Contract documents bearing the general title "St. Charles Parish EOC Generator Modification Project" dated May 13, 2016.
i) Drawings, consisting of a cover sheet dated) May 13, 2016 and the sheets listed on Drawing T100, each sheet bearing the following general title: St. Charles Parish EOC Generator Modifications.
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, 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 CONTRACTOR:
By: _____ By: _____
Title: _____ Title: _____
ATTEST: ATTEST:
By: _____ By: _____
Title: _____ Title: _____

2016-0367 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (BOND COUNSEL) RESOLUTION NO. 6245

A resolution to amend Resolution No. 6242, 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. WHEREAS, the St. Charles Parish Council adopted Resolution No. 6242 on September 19, 2016, calling a special election to authorize the continuation of special taxes (recreation & elderly); and, WHEREAS, it is necessary to revise said Resolution. NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby revise Section 1. to read as follows: AS WRITTEN 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 \$1,258,100 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 2018 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 mills tax authorized to be levied through the year 2017 pursuant to an election held on February 9, 2008?

REVISED PROGRAMS FOR THE ELDERLY TAX PROPOSITION Shall Parish of St. Charles, State of Louisiana (the "Parish"), levy and collect a special tax of one (1.00) mill on all property subject to taxation in said Parish (an estimated \$1,258,100 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 2018 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 mills tax authorized to be levied through the year 2017 pursuant to an election held on February 9, 2008? BE IT FURTHER RESOLVED, that the "NOTICE OF SPECIAL ELECTION (Exhibit 'A') is hereby also amended to revise as noted above. BE IT FURTHER RESOLVED, that all other provisions of Resolution No. 6242 are to remain as first written. The foregoing resolution having been submitted to a vote, the vote thereon was as follows: YEAS: HOGAN, WILSON, CLOLEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: BENEDETTO And the resolution was declared adopted this 17th day of October, 2016, to become effective immediately.

ACTING CHAIRMAN: _____ SECRETARY: _____ D.V.P./PARISH PRESIDENT: _____ APPROVED: _____ DISAPPROVED: _____ PARISH PRESIDENT: _____ RETROSECRETARY: _____ AT: 9:30a REC'D BY: _____

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 \$3,793,400 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 mills tax authorized to be levied through the year 2017 pursuant to an election held on February 9, 2008? PROGRAMS FOR THE ELDERLY TAX PROPOSITION Shall Parish of St. Charles, State of Louisiana (the "Parish"), levy and collect a special tax of one (1.00) mill on all property subject to taxation in said Parish (an estimated \$1,258,100 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 2018 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 mills 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:

Table with 3 columns: Ward, Precinct, Location. Includes polling places like Killona Fire House, Hahnville Elementary School, etc.

Table with 3 columns: Ward, Precinct, Location. Includes polling places like Bural J Landry Sr. Middle School, Luling Central Fire Station, etc.

Table with 3 columns: Ward, Precinct, Location. Includes polling places like Destréhan High School, Bthal Schoeffler Elementary School, etc.

Table with 3 columns: Ward, Precinct, Location. Includes polling places like St. Gertrude Education Center, Bayou Guide Fire House, etc.

Table with 3 columns: Ward, Precinct, Location. Includes polling places like Hahnville High School, etc.

Table with 3 columns: Ward, Precinct, Location. Includes polling places like Mimosa Park Elementary School, St. Rose Elementary School, etc.

Table with 3 columns: Ward, Precinct, Location. Includes polling places like Zephirina L. Perilleux Firehouse, Norco Elementary School, etc.

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 moneys 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 and 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.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 19th day of September, 2016: Amended on October 17, 2016

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

2016-0358 INTRODUCED BY: TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI RESOLUTION NO. 6246

A resolution to grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079, to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 81), Ormond Boulevard and River Road, Greaud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 81), Destréhan, and River Road Market at 13572 River Road, Destréhan on October 21st and 22nd, 2016, between the hours of 9:00 A.M. and 7:00 P.M.

WHEREAS, Louisiana Revised Statute 32:218 B provides for the solicitation of contributions by non-profit organizations on a public roadway; and, WHEREAS, the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079 has requested permission to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 81), Ormond Boulevard and River Road, Greaud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 81), Destréhan, and River Road Market at 13572 River Road, Destréhan on October 21st and 22nd, 2016, between the hours of 9:00 A.M. and 7:00 P.M. NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby grant permission to the Knights of Columbus, Red Church Council No. 3634, 375 Spruce Street, Norco, LA 70079 to solicit contributions at the intersections of I-310 and River Road (Hwy 48) by the Eastbank Bridge Park, Ormond Boulevard and Airline Drive (U.S. 81), Ormond Boulevard and River Road, Greaud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 81), Destréhan, and River Road Market at 13572 River Road, Destréhan on October 21st and 22nd, 2016 between the hours of 9:00 A.M. and 7:00 P.M.

The foregoing resolution having been submitted to a vote, the vote thereon was as follows: YEAS: HOGAN, WILSON, CLOLEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER NAYS: NONE ABSENT: BENEDETTO And the resolution was declared adopted this 17th day of October, 2016, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: _____ SECRETARY: _____ D.V.P./PARISH PRESIDENT: _____ APPROVED: _____ DISAPPROVED: _____ PARISH PRESIDENT: _____ RETROSECRETARY: _____ AT: 9:30a REC'D BY: _____

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

TRACY A. CLARK COUNCIL SECRETARY

Publish October 27, 2016

PUBLIC NOTICE

Public Notice Request for Scenic River Permit on Bayou Des Allemands

The secretary of the Louisiana Department of Wildlife and Fisheries, as Administrator of the Louisiana Natural and Scenic River System is currently considering the application of Faith G. Frickey for a permit to build a 35'x60' boat shed on Bayou Des Allemands. The decision to grant or deny this permit in the public interest will be based on an evaluation of the probable impacts of proposed activity on Bayou Des Allemands.

Publish: October 27, 2016, November 3 & 10, 2016

PUBLIC NOTICE

PUBLIC NOTICE

St. Charles Parish Public Schools Lead Agency Public Hearing in Accordance with Chapter 709, Part B of Bulletin 140

A public hearing for the 2017-2018 Coordinated Funding Request on behalf of the St. Charles Parish Community Early Childhood Network will be held at the St. Charles Parish School Board Office on Tuesday, November 15, 2016 at 11:30 am., in the Annex Conference Room.

The proposed funding request will be available for review during the hearing. Written public comments can be submitted at the end of the hearing and/or sent to Tamanika Odinga at St. Charles Parish Public Schools, 13855 River Road, Luling, LA by noon on Wednesday, November 29, 2016.

Public Notice Comment Sheet

Name: _____ (Optional) Publish October 27, November 3 & 10, 2016

ACTING CHAIRMAN: _____ SECRETARY: _____ D.V.P./PARISH PRESIDENT: _____ APPROVED: _____ DISAPPROVED: _____ PARISH PRESIDENT: _____ RETROSECRETARY: _____ AT: 9:30a REC'D BY: _____

SECTION 00500 CONTRACT

This agreement entered into this day of _____, 2016, by Ready Power, LLC, hereinafter called the "Contractor", whose business address is 4809 Clio St, New Orleans, LA, 70125, 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: Huseman & Associates, LLC and Civil and Environmental Consulting Engineers.
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 Friday, May 13, 2016, Addenda number(s) N/A, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, 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: Generator Modification

ARTICLE 2 ENGINEER

2.01 The Project has been designed by Huseman and 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 217 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4 LIQUIDATED DAMAGES

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 \$100.00 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 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 amount to be paid to the Contractor by the Owner for completion of all work Owner will pay and the Contractor will accept in full consideration for the completion of all Work is: a) (\$342,000) Three Hundred Forty Two Thousand 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)

PUBLIC NOTICE

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) mills tax on all property subject to taxation in said Parish (an estimated \$3,793,400 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 mills tax authorized to be levied through the year 2017 pursuant to an election held on February 9, 2008?

PROGRAMS FOR THE ELDERLY TAX PROPOSITION

Shall Parish of St. Charles, State of Louisiana (the "Parish"), 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 2018 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 mills 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 L.A. R.S. 18:541, to-wit:

POLLING PLACES		
Ward	Precinct	Location
01	1	Killona Fire House, 216 Adams Street, Killona
01	2	Hahnville Elementary School, 626 Pine Street, Hahnville
01	2A	Hahnville Elementary School, 626 Pine Street, Hahnville

POLLING PLACES		
Ward	Precinct	Location
01	3	Eual J Landry Sr Middle School, 108 Tiger Circle, Hahnville
01	5	Luling Central Fire Station, 1603 Paul Maillard Road, Luling
01	6	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
02	1	Luling Elementary School, 904 Sugarhouse Road, Luling
02	2	Luling Elementary School, 904 Sugarhouse Road, Luling
02	3	St Charles Recreation Office, 12125 River Road, Luling
02	4	Ann Fire House, 104 Ellen Street, Ama
02	5	Lakewood Elementary School, 501 E Heather Drive, Luling
02	5A	Lakewood Elementary School, 501 E Heather Drive, Luling
02	6	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
03	1	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	1A	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	1B	New Sarpy Elementary School, 130 Plantation Road, Destrehan
03	2	Ethel Schoeffner Elementary School, 140 Plantation Road, Destrehan
03	3	Destrehan High School, 1 Wildcat Drive, Destrehan
03	5	Ethel Schoeffner Elementary School, 140 Plantation Road, Destrehan
04	1	St Gertrude Education Center, 17336 LA 631, Des Allemands
04	1A	St Gertrude Education Center, 17336 LA 631, Des Allemands
04	2	Bayou Gauche Fire House, 410 First Street, Bayou Gauche
04	3	J B Martin Middle School, 434 South Street, Paradis
04	4	Hahnville High School, 200 Tiger Drive, Boutte
04	5	Mimosa Park Elementary School, 222 Birch Street, Luling
05	1	St Rose Elementary School, 230 Pirate Drive, St Rose
05	2	Harry Hurst Middle School, 170 Road Runner Lane, Destrehan
05	3	St Rose Elementary School, 230 Pirate Drive, St Rose
05	4	Albert Cammon Middle School, 234 Pirate Drive, St Rose
05	5	Albert Cammon Middle School, 234 Pirate Drive, St Rose
06	1	Zephyrin L Perilloux Firehouse, 17830 River Road, Montz
06	2	Norco Elementary School, 102 Fifth Street, Norco
06	2A	Norco Elementary School, 102 Fifth Street, Norco
06	4	Union Hall, 601 Good Hope Street, Norco
06	6	Arterbury Building, 14564 River Road, New Sarpy
06	7	Arterbury Building, 14564 River Road, New Sarpy
06	8	Destrehan High School, 1 Wildcat Drive, Destrehan
06	9	Destrehan High School, 1 Wildcat Drive, Destrehan
07	1	Mimosa Park Elementary School, 222 Birch Street, Luling
07	2	Mimosa Park Elementary School, 222 Birch Street, Luling
07	2A	Mimosa Park Elementary School, 222 Birch Street, Luling
07	3	A A Songy Kindergarten Center, 523 E Heather Drive, Luling
07	3A	A A Songy Kindergarten Center, 523 E Heather Drive, Luling
07	4	Luling Elementary School, 904 Sugarhouse Road, Luling

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 and 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.

THUS DONE AND SIGNED at Hahnville, Louisiana, on this, the 19th day of September, 2016.

ATTEST: /s/ Wendy Benedetto
Chairman

/s/ Tiffany K. Clark
Secretary

Publish October 27, 2016

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Bureau of Justice Assistance housed in the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC).

The total amount available to the CJCC & METLEC in FY-2016 Byrne JAG funds is \$314,096.

If interested in this competitive opportunity:

The complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the LCLE website (www.lcle.la.gov).

Complete guidelines & instructions for applying may be obtained from the Jefferson Parish Community Justice Agency:

Ronald E. Lampard, Director
District 7 – Jefferson CJCC / Metropolitan District
1221 Elmwood Park Blvd., Suite 607
Jefferson, LA 70123-2337
(504) 736-6844

The deadline for submitting is: November 14, 2016

Proposals will be considered for approval at the November 18, 2016 CJCC & METLEC meetings which will be held at the Joseph S. Yenni Bldg., 1221 Elmwood Park Blvd., Ste. 405, Jefferson, LA 70123 at 1 pm and 2 pm respectively.

Representatives of agencies under consideration will be required to attend this meeting in order to receive funding.

Publish October 27, 2016

PUBLIC NOTICE

TWENTY-NINTH JUDICIAL DISTRICT COURT

PARISH OF ST. CHARLES

STATE OF LOUISIANA

DOCKET NO. *P-11,795*

DIVISION *1*

SUCCESSION OF EDDIE JONES, JR.

FILED: _____ DY. CLERK: _____

NOTICE TO SELL IMMOVABLE PROPERTY AT PRIVATE SALE

Whereas the Administratrix of the above estate has made application to the Court for the sale, at private sale, of the immovable property hereinafter described, to-wit:

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, RIVERWOOD ESTATES SUBDIVISION, bounded by Louisiana State Highway 48 (River Road), Riverwood Drive, Lot S-1 and Y & M. V., Railroad, designated as LOT 56 and is more particularly described as follows:

Commence at the intersection of the Northern Line of Louisiana State Highway 48 and the Western Line of Riverwood Drive, go N 23 degrees 00 minutes 00 seconds West along the Western Line of Riverwood Drive 4335.48 feet to the point of beginning; thence go S 67 degrees 00 minutes 00 seconds W 144 feet to a point; thence go N 23 degrees 00 minutes 00 seconds W 83.64 feet to a point; thence go N 49 degrees 50 minutes 00 seconds E 184.52 feet to a point on the Northern end of Riverwood Drive; thence along the arc of a curve to the left having a radius of 60 feet, a distance of 139.10 feet, a chord distance of 109.98 feet and a chord bearing of N 16 degrees 34 minutes 44 seconds E, along the Western Line of Riverwood Drive to a point; thence S 23 degrees 00 minutes 00 seconds E at a distance of 38.81 feet on the Western Line of Riverwood Drive; to the point of beginning.

Being the same property acquired by Tiffany A. Jones & Eddie Jones, Jr. from Ryan C. North by act of Cash Sale date May 15, 2007, passed before Brandt J. Dufrene, Jr., Notary Public, and recorded in the records of St. Charles Parish, LA.

UPON THE FOLLOWING CONDITIONS, TO-WIT:

SIXTY-SEVEN THOUSAND AND 00/100(\$67,000.00) CASH TO SELLER, less the usual expenses of sale.

Notice is hereby given to all parties whom it may concern, including the heirs and creditors of the decedent herein, and of this estate, be ordered to make an opposition which they have or may have to such application, at any time, prior to the issuance of the order or judgment authorizing, approving and homologating such application and that such order or judgment may be issued after the expiration of seven (7) days, from the date of the last publication of such notice, all in accordance with law.

Lance Martin
CLERK OF COURT, PARISH OF ST. CHARLES

PUBLISH: September 29 & October 27, 2016

PUBLIC NOTICE



I, Tharence C. White, have been convicted of Indecent behavior with Juveniles on 06/02/2011; My address is 112 Barton Ave., Luling, La. 70070.

RACE: Black
SEX: Male
DOB: 08/20/1964
HGT: 5'5"
WGT: 150
HAIR COLOR: Black
EYE COLOR: Brown

PUBLISH: October 20 & 27, 2016

PUBLIC NOTICE



I, Gean William Washington, Jr., have been convicted of PC-Indecency w/child exposure on 12/01/2005; Failure to register as a sex offender on 06/04/2015, Failure to register/notify as a sex offender (attempted). Date of Conviction: 08/08/2014. My address is 14051 Old Spanish Trl., Apt Apt 7, Boutte, La. 70039.

RACE: Black
SEX: Male
DOB: 07/21/1967
HGT: 5'8"
WGT: 203
HAIR COLOR: Bald
EYE COLOR: Brown

PUBLISH: October 20 & 27, 2016

PUBLIC NOTICE

A REGULAR MEETING OF THE PORT OF SOUTH LOUISIANA COMMISSION HELD AT THE PORT OF SOUTH LOUISIANA ADMINISTRATION BUILDING ON MONDAY, SEPTEMBER 12, 2016

ITEM 1-CALL TO ORDER

President Robichaux called the Meeting to order at 5:00 p.m.

ITEM 2-ROLL CALL

Vickie Clark Mr. Bazile
Mr. Bazile Here.

Vickie Clark Ms. Songy
Judy Songy Here.

Vickie Clark Mr. Murray
Mr. Murray Here.

Vickie Clark Mr. Scontrino
Mr. Scontrino Here.

Vickie Clark Mr. Hickerson
Here.

Vickie Clark Mr. Sellars
Mr. Sellars Here.

Vickie Clark Mr. Buckwalter
Mr. Buckwalter Here.

Vickie Clark Mr. Roussel; Absent
Mr. Robichaux

Mr. Robichaux Here.

ITEM 3. PLEDGE OF ALLEGIANCE

Commissioner Songy led the Pledge of Allegiance.

ITEM 4. APPROVAL OF MINUTES – AUGUST 10, 2016

A Motion was offered by Mr. Murray and seconded by Mr. Scontrino that the Minutes from the Regular Commission Meeting held on August 10, 2016 be approved.

YEAS Joseph Scontrino, III, Stanley Bazile, P. Joey Murray, III, Kelly Buckwalter, Patrick Sellars, Whitney Hickerson, Judy Songy, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT Robert Roussel

ITEM 5. FINANCIAL REPORT, JULY 31, 2016

A Motion was offered by Mr. Murray and seconded by Mr. Scontrino that the July 31, 2016 Financial Report be approved and that the payment of bills be ratified.

YEAS Patrick Sellars, Joseph Scontrino, III, Stanley Bazile, D. Paul Robichaux, P. Joey Murray, III, Kelly Buckwalter, Whitney Hickerson, Judy Songy

NAYS None

ABSTAIN None

ABSENT Robert Roussel

ITEM 6. DIRECTOR'S REPORT

ITEM 7. NEW BUSINESS

ITEM 7A. CONSIDER ADVERTISING REQUEST FOR QUALIFICATIONS - INSURANCE AGENTS

A Motion was offered by Mr. Scontrino and seconded by Mr. Bazile that the staff be authorized to advertise for Request for Qualifications.

YEAS Joseph Scontrino, III, Stanley Bazile, P. Joey Murray, III, Whitney Hickerson, Judy Songy, D. Paul Robichaux I, Kelly Buckwalter, Patrick Sellars

NAYS None

ABSTAIN None

ABSENT Robert Roussel

ITEM 7B. CONSIDER RENEWING RISK MANAGEMENT SERVICE AGREEMENT WITH EUSTIS INSURANCE AND BENEFITS, INC.

A Motion was offered by Mr. Scontrino and seconded by Ms. Songy that the Executive Director be authorized to enter into a contract with Eustis Insurance and Benefits for Risk Management Services.

YEAS Joseph Scontrino, III, Stanley Bazile, P. Joey Murray, III, Whitney Hickerson, Judy Songy, D. Paul Robichaux, Kelly Buckwalter, Patrick Sellars

NAYS None

ABSTAIN None

ABSENT Robert Roussel

ITEM 7C. CONSIDER AGREEMENT WITH PROVIDENCE ENGINEERING FOR RESIDENT INSPECTION SERVICES AT THE NEW TRANSIENT HANGAR

A Motion was offered by Mr. Murray and seconded by Mr. Hickerson that the Executive Director be authorized to enter into a contract with Providence Engineering for an amount not to exceed \$33,000.

YEAS Joseph Scontrino, III, Stanley Bazile, Whitney Hickerson, Judy Songy, P. Joey Murray, III, D. Paul Robichaux, Kelly Buckwalter, Patrick Sellars

NAYS None

ABSTAIN None

ABSENT Robert Roussel

ITEM 7D. CONSIDER RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN ACT OF TRANSFER AGREEMENT AND LEASE AGREEMENT WITH PIN OAK TERMINALS

A Motion was offered by Mr. Murray and seconded by Ms. Songy that a Resolution be passed authorizing the execution of the Act of Transfer and Lease Agreement between the Port of South Louisiana and Pin Oak Terminal.

YEAS Joseph Scontrino, III, Stanley Bazile, P. Joey Murray, III, Kelly Buckwalter, Patrick Sellars, Whitney Hickerson, D. Paul Robichaux, Judy Songy

NAYS None

ABSTAIN None

ABSENT Robert Roussel

ITEM 8. COMMITTEE REPORTS

MOMENT OF SILENCE TO REMEMBER JUDY ROBICHAUX, FORMER WIFE OF COMMISSIONER PRESIDENT, PAUL ROBICHAUX

ITEM 9. ADJOURNMENT

A Motion was offered by Mr. Murray and seconded by Mr. Scontrino that the Meeting is adjourned.

YEAS Patrick Sellars, Whitney Hickerson, Judy Songy, Joseph Scontrino, III, Stanley Bazile, P. Joey Murray, III, D. Paul Robichaux, Kelly Buckwalter

NAYS None

ABSTAIN None

ABSENT Robert Roussel

The meeting adjourned at 5:34 p.m.
Stanley C. Bazile
Secretary

□ Paul Robichaux
President

Publish October 27, 2016

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

985-758-2795

