

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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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 – RE-BID

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, DECEMBER 6, 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. 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: planroom@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_rubb@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 No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.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, November 29, 2016 at 10:00 a.m.** Attendance at this pre-bid conference is **NON-MANDATORY**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, November 10, 2016
Thursday, November 17, 2016
Thursday, November 24, 2016

Access Health Louisiana
Mark Ketsner, President/C.E.O.
2900 Indiana Avenue
Kenner, LA 70055

PUBLIC NOTICE



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

HAHNVILLE HIGH SCHOOL HVAC REPLACEMENT BUILDING D BOUTTE, LOUISIANA

Bids will be received at the St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, LA 70070 at 10:00 A.M., LOCAL TIME, **Tuesday, December 20, 2016**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from the Architect - Meyer Engineers, Ltd., 4937 Hearst Street, Suite 1B, Metairie, LA 70001, (504) 885-9892 (Phone Number) upon payment of a deposit of **\$100.00** for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at www.stcharles.k12.la.us under Resources select Online Bids & RFPs.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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 No bid may be withdrawn for a period of 45 days after bid opening except as provided by law.

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held at **Hahnville High School, 200 Tiger Drive, Boutte, LA on Thursday, December 8, 2016, at 10:00 A.M.** Attendance at this pre-bid conference is **MANDATORY**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: 1st Advertisement, Thursday, November 17, 2016
2nd Advertisement, Thursday, November 24, 2016
3rd Advertisement, Thursday, December 1, 2016

St. Charles Parish Public Schools
Dennis J. Naquin, President
Fecelia Gomez-Walker, Superintendent
13855 River Road, Luling, LA 70070

PUBLIC NOTICE

"Anyone knowing the whereabouts of Terry Lyon, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Publish November 24, & December 1, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of John Burnett or Therese A. Burnett, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Publish November 24, 2016

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, NOVEMBER 28, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2016-0381 (11/14/16, Cochran, C. Fauchaux)
An ordinance to approve and authorize the Lafourche Basin Levee District to expropriate the necessary real estate interest to a portion of land designated as Parcel 14-1-R-2 for the Sunset Drainage District Levee in St. Charles Parish, Louisiana, and to authorize the transfer of the necessary funding thereof.

2016-0383 (11/14/16, Cochran, M. Albert)
An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification of Lot A, New Diamond Subdivision and a Portion of Meyer Town Tract (proposed Lot 1-A, New Diamond Subdivision), located on River Road, Norco, from C-2 and C-3 to M-1 as requested by Dave Morrison for Mix Brothers Tank Services, Inc.

2016-0387 (11/14/16, Cochran, C. Fauchaux)
An ordinance approving and authorizing the execution of Change Order No. 2 for the Willowridge Pump Station Project No. P080905-4A, Willowridge Levee - Phase II, State Project No.H.010102, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$32,895.00 and increase the contract time by fourteen (14) days.

2016-0388 (11/14/16, Cochran, R. Raymond)
An ordinance to approve and authorize the sale of adjudicated properties at an absolute auction and to declare said adjudicated properties as no longer needed for a public purpose.

2016-0389 (11/14/16, Cochran, R. Raymond)
An ordinance to approve and authorize the execution of an Agreement for Adjudicated and/or Land Banked Property Sale Services with Archon Information Systems, L.L.C. d/b/a Civic Source to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties.

2016-0390 (11/14/16, Cochran, C. Fauchaux)
An ordinance to approve and authorize the execution of a Multiphase Service Contract with AssetWorks, LLC, for Project Number P160502 for furnishing Software Licensing, Support, and Implementation Services as needed for the Department Of Public Works to implement a comprehensive Computerized Maintenance Management System (CMMS) in the amount of \$289,955.00.

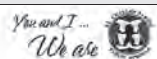
2016-0391 (11/14/16, Cochran)
An ordinance to approve and authorize the execution of Change Order No. 2 for the West Regional Library Renovation located at 105 Lakewood Drive in Luling, to decrease the contract amount by \$4,389.81.

2016-0392 (11/14/16, Cochran, C. Fauchaux)
An ordinance to approve and authorize the execution of a contract with Sealevel Construction, Inc., for Parish Project No. S141201 Ellington Levee Force Main Relocation with a Base Bid in the amount of \$930,455.00.

2016-0156 (11/14/16, Cochran, Clulee, Gibbs)
An ordinance to approve and authorize the execution of a Contract with Pelican Waste and Debris, LLC for Solid Waste Collection Services.

PUBLISH: November 17, 24, 2016

PUBLIC NOTICE



ADVERTISEMENT FOR BIDS

A. PROJECT IDENTIFICATION

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

ALBERT CAMMON MIDDLE SCHOOL BUILDING A RENOVATIONS ST. ROSE, LOUISIANA

Bids will be received at the St. Charles Parish School Board, Physical Plant Services, 13855 River Road, Luling, Louisiana 70070 at 2:00 P.M. LOCAL TIME, **Tuesday, December 20, 2016**, at which time the bids will be publicly opened and read aloud in the Dufresne Conference Room.

B. BID DOCUMENTS AND DEPOSITS

Complete Bidding Documents which include the proposed Contract Documents may be obtained from the Architect - Duplant Design Group, PC, 314 East Bayou Road, Thibodaux, LA 70301, (985) 447-0090 (Phone Number) upon payment of a deposit of \$200 cash for each set of documents. The deposit or a portion of the deposit is returnable as provided in the Instructions to Bidders. Bidding documents are also available at www.stcharles.k12.la.us under Resources select Online Bids & RFPs.

C. BID SECURITY AND PERFORMANCE AND PAYMENTS BONDS

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

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

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

D. REJECTION OF BIDS

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

E. PRE-BID CONFERENCE

A PRE-BID CONFERENCE will be held in the Computer Lab Center 5 at Albert Cammon Middle School, 234 Pirate Drive, St. Rose, LA on **Thursday, December 8, 2016, at 2:00 p.m.** Attendance at this pre-bid conference is **Mandatory**.

F. ADVERTISEMENT DATES

LEGAL AD TO RUN: Thursday, November 17, 2016
Thursday, November 24, 2016
Thursday, December 1, 2016

St. Charles Parish Public Schools
Dennis J. Naquin, President
Fecelia Gomez-Walker, Superintendent
13855 River Road, Luling, LA 70070

PUBLIC NOTICE

St. Charles Parish School Board Meeting

13855 River Road
Luling, LA 70070
Wednesday, November 16, 2016

Convened by Priscilla Thibodeaux on Thursday, November 17, 2016

Members present

Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin and Superintendent Fecelia Gomez-Walker

Meeting called to order at 6:30 PM

1. Opening Items

1:01 Call To Order

1:02 Pledge of Allegiance
Mr. Robichaux led the Pledge of Allegiance.

1:03 Roll Call
All Board Members were in attendance.

2. Recognitions

Recognition: 2:01 Board & Superintendent's Recognition

The Board President and the Superintendent recognized students and employees for their accomplishments. Each was presented a certificate of recognition for his/her specific achievement.

The Board President recognized Superintendent Fecelia Gomez-Walker and congratulated her for her 40th year serving St. Charles Parish Public Schools.

3. Business Items

Minutes: 3:01 Minutes, October 26, 2016 School Board Meeting

Approve the minutes of the October 26, 2016 Regular Board Meeting as presented to the Board.

Motion by John W. Robichaux, second by Arthur A. Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

3.02 Personnel Items

The Superintendent has made school personnel appointments as presented for Board information. Other items were presented for Board approval.

Motion by Ellis A. Alexander, second by Melinda H. Bernard.

Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

3.03 Proposed 2017-2018 School Session Calendar - Second Reading & Adoption

Approve the proposed 2017-2018 school session calendar for the second reading and adoption.

ST. CHARLES PARISH PUBLIC SCHOOLS 2017-2018 School Calendar

First Day for Teachers	August 3, 2017 (Thursday)
Professional Workshop/Teacher Prep Days	August 3-9, 2017 (5 Days)
First Day for Students/Begin First Quarter	August 16, 2017 (Thursday)
First Day for Kindergarten Students	August 24, 2017 (Thursday)
Late Take-In (Middle & High Schools)	August 30, 2017 (Wednesday)
Labor Day Holiday	September 4, 2017 (Monday)
Late Take-In (Middle & High Schools)	September 12, 2017 (Wednesday)
Early Dismissal (Elementary Schools)	September 15, 2017 (Friday)
Late Take-In (Middle & High Schools)	September 27, 2017 (Wednesday)
Fall Break	October 9, 2017 (Monday)
Late Take-In (Middle & High Schools)	October 11, 2017 (Wednesday)
End First Quarter	October 12, 2017 (Thursday)
Begin Second Quarter	October 13, 2017 (Friday)
Early Dismissal (Elementary Schools)	October 13, 2017 (Friday)
Late Take-In (Middle & High Schools)	October 25, 2017 (Wednesday)
Late Take-In (Middle & High Schools)	November 9, 2017 (Wednesday)
Early Dismissal (Elementary Schools)	November 10, 2017 (Friday)
Thanksgiving Holiday	November 20-24, 2017 (5 School Days)
Late Take-In (Middle & High Schools)	December 13, 2017 (Wednesday)
End Second Quarter	December 20, 2017 (Wednesday)
Early Dismissal	December 20, 2017 (Wednesday)
Christmas/New Year Holidays	Dec. 21, 2017-Jan. 3, 2018 (10 School Days)
Classes Resume/Begin Third Quarter	January 4, 2018 (Thursday)
Dr. Martin Luther King, Jr. Holiday	January 15, 2018 (Thursday)
Early Dismissal (Elementary Schools)	January 19, 2018 (Friday)
Late Take-In (Middle & High Schools)	January 31, 2018 (Wednesday)
Late Take-In (Middle & High Schools)	February 21, 2018 (Wednesday)
Early Dismissal (Elementary Schools)	February 23, 2018 (Friday)
Late Take-In (Middle & High Schools)	March 7, 2018 (Wednesday)
Mardi Gras Holidays	February 13-16, 2018 (3 School Days)
End Third Quarter	March 14, 2018 (Wednesday)
Begin Fourth Quarter	March 15, 2018 (Thursday)
Early Dismissal (Elementary Schools)	March 16, 2018 (Friday)
Late Take-In (Middle & High Schools)	March 21, 2018 (Wednesday)
Easter Holiday (Spring Break)	March 30-April 6, 2018 (6 School Days)
Late Take-In (Middle & High Schools)	April 11, 2018 (Wednesday)
Late Take-In (Middle & High Schools)	April 25, 2018 (Wednesday)
Early Dismissal (Elementary Schools)	April 27, 2018 (Friday)
Late Take-In (Middle & High Schools)	May 9, 2018 (Wednesday)
Early Dismissal	May 24, 2018 (Thursday)
Last Day for Students/End Fourth Quarter	May 24, 2018 (Thursday)
Last Day for Teachers/Teacher Prep. Day	May 25, 2018 (Friday)

NOTES:

* If schools close due to storms in the fall of 2017, make-up days will be taken from the Fall Break and/or Thanksgiving Holidays.

The calendar is subject to change.

Motion by Melinda H. Bernard, second by Arthur A. Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

3.04 Bid Authorization Request - Albert Cammon Middle School Building A Renovation

Approve the bid authorization request for renovation of building A at Albert Cammon Middle School.

Motion by John W. Robichaux, second by Clarence H. Savoie.

Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

3.05 Bid Authorization Request - Hahnville High School HVAC Replacement Building D

Approve the bid authorization request for HVAC replacement in Building D of Hahnville High School.

Motion by Melinda H. Bernard, second by Clarence H. Savoie.

Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

3.06 Request for Proposals for Insurance Enrollment Services

Approve the Request for Proposals for Insurance Enrollment Services.

Motion by Alex L. Suffrin, second by Arthur A. Aucoin.

Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

3.07 Resolution Authorizing Participation in The Interlocal Purchasing System (TIPS) Purchasing Cooperative

Approve the resolution authorizing participation in The Interlocal Purchasing System (TIPS).

Motion by Alex L. Suffrin, second by Melinda H. Bernard.

Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

3.08 Call Election to Authorize the Renewal of Ad Valorem Taxes

Approve the resolution to place the millage renewal on the April 29, 2017 ballot at a cost of \$25,000.

Motion by John W. Robichaux, second by Alex L. Suffrin.

Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffrin

3.09 Accounts Payable for the Month of October 2016

Ms. Gomez-Walker said that on behalf of the Board and the entire school system, we would like to express our thanks for your support and encouragement as we continue to experience success.

4.03 Meeting Adjourn
Motion by John W. Robichaux, second by Ellis A. Alexander.
Final Resolution: Motion Carries
Yes: Ellis A. Alexander, Arthur A. Aucoin, Melinda H. Bernard, Dennis J. Naquin, John W. Robichaux, Clarence H. Savoie, John L. Smith, Alex L. Suffman

Dennis J. Naquin, President Felicia Gomez-Walker, Secretary/Treasurer

Publish November 24, 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 September 28, 2016, at 10:02 AM. Following the Pledge of Allegiance, it was noted the following Board Members were present: Mrs. Karen Raymond, Mr. Timothy Vial and Mrs. Betty Portera.

Absent: Bosco
Mr. Vial welcomed all those present at the meeting.
Mr. Vial 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.

Special Business was the first item on the agenda and Mr. John J. Landry, III was recognized for his years of dedicated service as a Board of Commissioner. Mr. Vial read the following, "On behalf of the Board of Commissioners, Staff and Employees of St. Charles Parish Hospital we want to extend our sincere thanks and appreciation to Mr. John Landry for his service on the Board of Commissioners over the past ten years (May 22, 2006 - September 14, 2016). Whenever one has the privilege to serve on a Board you want to know that when you leave, you leave the organization in a better place than when you came.

John, during your service on the Board, you were a part of many great achievements at this Hospital, the Dr. David J. Vial Patient Care Centre, The Emergency Department, the renovation and modernization of the Hospital Lab, improved Emergency Medical Services including new ambulances, the Cardiology Center, including a state of the art Cardiac Catheterization Lab, the expansion of medical services to the East Bank at Plantation View Medical Offices, and the Management Agreement with Ochsner that has allowed the continued expansion of services and medical options for the citizens of St. Charles Parish.

Your tireless dedication and commitment to St. Charles Parish Hospital has been second to none. In the words of the late Board Chairman, Raymond K. Smith, who may have borrowed them for a local brewery, he often said, "We will never be the biggest, but we darn sure can be the best!" a theme that you always strived for as both a member of the Board and as its Chairman.

John, this plaque is but a small token of our appreciation for the role you have played in making St. Charles Parish Hospital what it is today and for that, we all say "Thank You, Thank You and Thank You".

Favorable comments were made and Mr. Landry personally thank the Board for allowing him to serve the Hospital and the St. Charles Parish community for the duration that he was able to serve.

Dr. Walter Birdsall was recognized as the Physician of the Quarter 2016 (Q3). Congratulations were extended and Dr. Birdsall approached the podium to express his gratitude.

Ms. Sharon Beckwith, Supervisor Clinical Services was recognized as Leader of the Quarter (Q3) 2016. Ms. Beckwith thanked Mr. Bishop for his support and thanked the Board for her recognition.

Mr. Bryan Camus, (not in attendance) was recognized as one of the Great 100 Nurses 2016 at St. Charles Parish Hospital. Congratulations were extended. Mrs. Delaune also spoke on Mr. Camus' background and his credentials.

The new Director of the BHU Unit, Debra Moran, (not in attendance) was recognized as the new hospital's Director on BHU.

Mr. Thomas Duplantis was welcomed as the new Controller/Director in Accounting. He approached the podium and gave a brief summary of his background and credentials. Favorable comments were made and a big welcome was extended to all those who were recognized.

It was motioned by Raymond seconded by Portera to enter into Executive Session at 10:16 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. Strategic Issues and/or Personnel Issues.

For: Vial, Portera, Raymond
Against: None
Absent: Bosco
Abstained: None

It was motioned by Raymond seconded by Portera to return to the Regular Session at 10:45 AM.

For: Vial, Portera, Raymond
Against: None
Absent: Bosco
Abstained: None

Mr. Vial entertained a motion for the approval of the August 31, 2016 Board of Commissioners' meeting minutes. It was motioned by Portera seconded by Raymond to approve the August 31, 2016 Board of Commissioners minutes as presented.

For: Vial, Portera, Raymond
Against: None
Absent: Bosco
Abstained: None

Dr. Mann presented the Medical Staff Report, including the Medical Staff Executive Committee Minutes from the September 14, 2016 meeting. Following the report, it was motioned by Portera seconded by Raymond to approve the Medical Staff Executive Committee Minutes from the September 14, 2016 meeting as presented.

For: Vial, Portera, Raymond
Against: None
Absent: Bosco
Abstained: None

The Medical Staff Credentials Review followed and Dr. Mann announced the New Appointment for Richard Kaplan, MD - Consultant, TeleRadiology; Resignations for Thomas Marshall, MD - Associate, Radiology and Shailaja Raj, MD - Active, Gynecology (Retired); there were no Change of Category, Reappointments or Additional Privileges to review or approve. It was motioned by Raymond seconded by Portera to approve the Medical Staff Credentials as presented.

For: Vial, Portera, Raymond
Against: None
Absent: Bosco
Abstained: None

Ms. Allemen presented the Finance Report, which included a detailed Financial Summary. Discussion followed and the remainder of the reports were available for Board review.

Next on the agenda was the Chief Executive Officer's Report by Mr. Dupre. He announced the Employee of the Month for September as Deirdre "Dee" Davis, a Patient Access Rep. Congratulations were extended to her and favorable comments made.

Under Hospital/Community Outreach, Mr. Dupre distributed a folder of information to share with the Board the contents of what the Grand Jury received on the date of the tour. It was stated the Grand Jury Report would be available in the upcoming weeks.

Photos from our Facilities Management Department helping flood victims in Baton Rouge were viewed and the Board expressed their appreciation to the Facilities Management Department for the generosity. The "Fight the Flu" Campaign flyer was presented with the various dates and times the flu vaccine would be administered. The Board was also offered to receive their vaccination.

Under the topic of Health Screenings, Mr. Dupre stated that the various Parish Agencies were participating in the Health Screenings through our Community Outreach and that we received positive feedback.

The American Cancer Society Relay for Life event details held at the hospital on September 17, 2016 were presented and it was announced the event was a big success.

The final report on the Alligator Festival held on September 22, 2016 were given, as well as the 2016 Battle for the Paddle details.

Under Improving Organizational Performance, the Physician Update was presented by Mr. Dupre. Details on the various physicians' practices were provided with discussion following. Dr. Sheena Pullman, Dr. Sonia Alencherry and Nurse Practitioner, Y'annika Edwards, were recognized in Nova.com, contributing writer, Anita Hymel, September 20, 2016. Details for their practices were provided.

Next on the agenda was Environmental of Care Services by Mr. Bishop. The Safety Committee Report from the July 28, 2016 meeting were presented and explained. It was motioned by Raymond seconded by Portera to approve the April 28, 2016 Safety Committee Minutes as presented.

For: Vial, Portera, Raymond
Against: None
Absent: Bosco
Abstained: None

Under New Business, the Annual Board Education Retreat details were provided and it was stated Mr. Vial and Mrs. Raymond would be attending.

Next on the agenda was Election of Officers (Resolution #1609-2801). Mr. Vial, acting Chairman, entertained a motion to table the Election of Officers. It was motioned by Raymond seconded by Portera to table the Election of Officers as suggested.

For: Vial, Portera, Raymond
Against: None
Absent: Bosco
Abstained: None

Mr. Vial announced the next Hospital Service District Board of Commissioners' meeting at October 26, 2016 at 10:00 AM with Plantation View Medical Offices Board of Directors' meeting immediately following.

Miscellaneous items were reviewed.
There being no further business, it was motioned by Raymond seconded by Portera to adjourn. The motion carried and the meeting adjourned at 11:02 AM.

ATTEST
Chairman Secretary

Publish November 24, 2016

PUBLIC NOTICE

A REGULAR MEETING OF THE PORT OF SOUTH LOUISIANA COMMISSION HELD AT THE PORT OF SOUTH LOUISIANA ADMINISTRATION BUILDING ON WEDNESDAY, OCTOBER 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; Absent
Mr. Scontrino

Mr. Scontrino Here.

Vickie Clark Mr. Hickerson
Mr. Hickerson Here.

Vickie Clark Mr. Sellars
Mr. Sellars Here.

Vickie Clark Mr. Buckwalter
Mr. Buckwalter Here.

Vickie Clark Mr. Roussel
Mr. Roussel Here.

Vickie Clark Mr. Robichaux
Mr. Robichaux Here.

ITEM 3. PLEDGE OF ALLEGIANCE

Commissioner Songy led the Pledge of Allegiance.

ITEM 4. APPROVAL OF MINUTES - SEPTEMBER 12, 2016

A Motion was offered by Mr. Scontrino and seconded by Mr. Bazile that the Minutes from the Regular Commission Meeting held on September 12, 2016 be approved.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 5. FINANCIAL REPORT, AUGUST 31, 2016

A Motion was offered by Mr. Hickerson and seconded by Mr. Songy that the August 31, 2016 Financial Report be approved and that the payment of bills be ratified.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 6. DIRECTOR'S REPORT

ITEM 7. NEW BUSINESS

ITEM 7A. CONSIDER 2015-2016 AUDIT

A Motion was offered by Mr. Songy and seconded by Mr. Hickerson that the 2015-2016 Audit be approved as recommended by the Finance Committee and forwarded to the State Legislature Audit.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 7B. CONSIDER RESOLUTION AUTHORIZING THE PORT OF SOUTH LOUISIANA TO SPONSOR AN APPLICATION ON BEHALF OF DANOS FOR THE ESTABLISHMENT OF A SUBZONE AT ITS AMELIA FACILITY

A Motion was offered by Mr. Songy and seconded by Mr. Roussel that a Resolution be passed authorizing the Port of South Louisiana to sponsor an application on behalf of DANOS for the establishment of a subzone at its Amelia Facility.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 7C. CONSIDER RENEWING AGREEMENT WITH AUX INITIATIVES, LLC

A Motion was offered by Mr. Bazile and seconded by Mr. Scontrino that the Executive Director be authorized to renew its contract with Aux Initiatives, Inc.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 7D. CONSIDER AUTHORIZING THE EXECUTIVE DIRECTOR TO ADVERTISE FOR BIDS TO PURCHASE A WHEEL LOADER

A Motion was offered by Mr. Roussel and seconded by Mr. Songy that the Executive Director be authorized to advertise for bids to purchase a Wheel Loader.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 7E. CONSIDER RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT FOR THE PURCHASE AND INSTALLATION OF SOLAR POWERED TAXIWAY EDGE LED REFLECTORS

A Motion was offered by Mr. Scontrino and seconded by Mr. Songy that a Resolution be passed authorizing the Executive Director to execute an Agreement with the Louisiana Department of Transportation and Development for the Purchase and Installation of Solar Powered Taxiway Edge Led Reflectors.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 7F. CONSIDER RESOLUTION(S) AUTHORIZING THE EXECUTIVE DIRECTOR TO SUBMIT ITS CAPITAL IMPROVEMENT PLAN FY 2017-2021

A Motion was offered by Mr. Songy and seconded by Mr. Scontrino that a Resolution be passed authorizing the Executive Director to submit its Capital Improvement Plan FY2017-2021.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 7G. CONSIDER PROFESSIONAL ENGINEERING CONSULTANTS CORPORATION TASK ORDER NO. 10- NORTH PARALLEL TAXIWAY EXTENSION

A Motion was offered by Mr. Hickerson and seconded by Mr. Scontrino that the Executive Director be authorized to execute Professional Engineering Consultants Corporation Task Order No. 10- North Parallel Taxiway Extension.

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

ITEM 7H. CONSIDER RULES AND REGULATIONS FOR THE PORT OF SOUTH LOUISIANA EXECUTIVE REGIONAL AIRPORT

ITEM 8. COMMITTEE REPORTS

Mr. Robichaux We covered our Aviation Committee Meeting. In terms of Committee Report, we had our Finance Committee Meeting where we adopted and approved the audit as presented.

ITEM 9. ADJOURNMENT

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

YEAS Stanley Bazile, Judy Songy, Joseph Scontrino, III, Whitney Hickerson, Patrick Sellars, Kelly Buckwalter, Robert Roussel, D. Paul Robichaux

NAYS None

ABSTAIN None

ABSENT P. Joey Murray, III

The meeting adjourned at 5:34 p.m.

Stanley C. Bazile Secretary D. Paul Robichaux President

Publish November 24, 2016

PUBLIC NOTICE

Monday, September 12, 2016
Council Chambers

BOARD OF COMMISSIONERS OF THE (9-1-1) ST. CHARLES PARISH COMMUNICATIONS DISTRICT

PRESENT:

Major Sam Zinna, Sheriff's Office
Tommy Barrea, Parish Council Representative
Chief Joe Cardella, Sheriff's Office
Armond Bourque, Firemen's Association
Jean Hill, St. Charles Hospital Representative
Amber Walsh, Minute Clerk

ABSENT:

Reggie Gaubert, Firemen's Association
Major John Cornwell, Parish President Representative

IN ATTENDANCE:

Major Eddy Beckendorf / Sheriff's Office
Ravenel Mixon / 9-1-1 Director

CALL TO ORDER:

Major Zinna called the Monday, September 12th, 2016 meeting of the Board of Commissioners of the St. Charles Parish Communications District to order at 5:00 p.m., which was held in the Council Chambers.

SILENT PRAYER & PLEDGE:

Time for a silent prayer was given followed by the Pledge of Allegiance.

Motion was made by Chief Cardella and seconded by Ms. Hill approving minutes of the meeting held on Monday, August 8th, 2016.

YEAS: ZINNA, BARRECA, CARDELLA, BOURQUE, HILL
NAYS: NONE
ABSENT: GAUBERT, CORNWELL
Motion carried.

REPORTS OF OFFICERS, BOARDS AND STANDING COMMITTEES:

A. SECRETARY/TREASURER REPORT:

Motion was made by Mr. Bourque and seconded by Chief Cardella approving payment of Herald/Guide Invoice #114268 dated September 1, 2016 in the amount of \$209.45.
YEAS: ZINNA, BARRECA, CARDELLA, BOURQUE, HILL
NAYS: NONE
ABSENT: GAUBERT, CORNWELL
Motion carried.

B. 9-1-1 DIRECTOR'S REPORT:

Ravenel Mixon gave a brief overview on personnel, maintenance, etc., for the 9-1-1 Communications Center.

UNFINISHED OLD BUSINESS:

NONE

NEW BUSINESS:

A. Motion was made by Chief Cardella and seconded by Mr. Barrea to approve 2016 Current Budget and 2017 Requested Budget for the Communications District.
YEAS: ZINNA, BARRECA, CARDELLA, BOURQUE, HILL
NAYS: NONE
ABSENT: GAUBERT, CORNWELL
Motion carried.

ANNOUNCEMENTS:

Major Zinna announced that the 9-1-1 Budget hearing before the Council will be held on Thursday, October 27th at 6:00 pm.

Major Zinna announced that the LA APCO/NENA meeting will be held on October 6th at 10:00 am at the Holiday Inn in Metairie.

Chief Cardella announced that he wanted to express his thanks to the St. Charles 9-1-1 dispatchers who went to Livingston Parish to help assist after their 9-1-1 center was flooded.

Major Zinna announced that they were supposed to get a recommendation from the consultants with regards to the new 9-1-1 phone system for tonight. The consultants had additional questions after the series of demonstrations. Major Zinna expects to have the recommendation for the next meeting.

The next regular meeting will be held Monday, October 10th, 2016 at 5:00 p.m. in the Council Chambers.

Motion to adjourn was made by Mr. Bourque and seconded by Mr. Barrea.
YEAS: ZINNA, BARRECA, CARDELLA, BOURQUE, HILL
NAYS: NONE
ABSENT: GAUBERT, CORNWELL
Motion carried.

There being no further business Major Zinna adjourned the meeting at 5:11 p.m.

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

ATTEST:

Sam Zinna
SAM ZINNA,
PRESIDENT
ST. CHARLES PARISH
COMMUNICATIONS
DISTRICT (9-1-1)

ATTEST:

Armond Bourque
ARMOND BOURQUE,
SECRETARY/TREASURER
ST. CHARLES PARISH
COMMUNICATIONS
DISTRICT (9-1-1)

Publish November 24, 2016

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF OCTOBER 17, 2016, COURTHOUSE, HARRISVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish

Meeting Minutes
Parish Council

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Harrisville, LA 70057
985-753-6000
www.stcharlesparish-la.gov

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

Monday, October 17, 2016 6:00 PM Council Chambers, Courthouse

ATTENDANCE

Present 8 - Paul J. Hogan, Terrell D. Wilson, Mary K. Clute, John R. "Dick" Gibbs, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Parrior
Absent 1 - Wendy Benedetto

Also Present

Parish President Larry Cochran, Executive Secretary Robin Desalhoussaye, Legal Services Director Robert Raymond, Executive Director of Procurement, Personnel, and Government Buildings Dawn Dube, Executive Director of Community Affairs Dwayne

LaGrange, Executive Director of Technology and Communications Anthony Ann, Finance Director Grant Dussan, Public Works/Wastewater Director Clayton Fauchoux, Public Information Officer Tristan Babin, Emergency Preparedness Director Joe Ganote

CALL TO ORDER

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

PRAYER / PLEDGE

Pastor Brandon Langley, St. Rose Community Church

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to approve the minutes from the regular meeting of October 5, 2016. The motion carried by the following vote:

Yeas: 8 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2016-0348

In Recognition: St. Rose Volunteer Fire Department

Mr. Cochran

Read

2016-0367

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.

Mr. Cochran and Bong Courant

Reported

Parish President Recommended: Approval

Mr. Jerry Osborne, representing Foley & Judd, L.L.P., spoke on the matter.

Public comment opened

Mr. Milton Allemend, Hahnville

Council Discussion

Ms. Caberne spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yeas: 8 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

Enactment No: 6245

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2016-0361

South Louisiana Port Commission

Deferred

2016-0362

River Parishes Transit Authority

Ms. Evangeline Jackson Martin, Operations Manager, Thibodaux

Council Discussion

Ms. Martin spoke on the matter.

Reported

2016-0354

Parish President Remarks/Report

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 TUESDAY, OCTOBER 25, 2016, 8:00 A.M., THURSDAY, OCTOBER 27, 2016, 8:00 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.

Mr. Cochran and Department of Finance

Published/Scheduled for Public Hearing to the Parish Council on October 25, 2016

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, NOVEMBER 14, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2016-0368

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 5-15. Fees. (a) Permit, plan review, and inspection fees by type.

Mr. Cochran and Department of Planning & Zoning

Published/Scheduled for Public Hearing to the Parish Council on November 14, 2016

2016-0369

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 RTE, 17898 River Road, Montz, from C-1 to R-1A as requested by Kevin & Shannon Templett.

Mr. Cochran and Department of Planning & Zoning

Published/Scheduled for Public Hearing to the Parish Council on November 14, 2016

2016-0370

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. 89251.

Mr. Cochran and Department of Legal Services

Published/Scheduled for Public Hearing to the Parish Council on November 14, 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.

Mr. Hogan

Published/Scheduled for Public Hearing to the Parish Council on November 14, 2016

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2016-0367

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.

Mr. Wilson

Reported

Councilman Wilson Recommended: Approval

Public Hearing Requirements Satisfied

Enactment No: 16-10-6

VOTE ON THE PROPOSED ORDINANCE

Yeas: 8 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

Enactment No: 16-10-5

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. 80,506 consolidated with 77453 and 77452-E.

Mr. Cochran and Department of Legal Services

Reported

Legal Services Department Recommended: Approval

Speakers: Mr. Milton Allemend, Hahnville

Public Hearing Requirements Satisfied

Enactment No: 16-10-6

VOTE ON THE PROPOSED ORDINANCE

Yeas: 9 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

Enactment No: 16-10-6

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 15026 River Road in Hahnville, Base bid in the amount of \$342,000.00. Parish Project No. P160501.

Mr. Cochran and Department of Emergency Preparedness

Reported

Emergency Preparedness Department Recommended: Approval

Speakers: Mr. Milton Allemend, Hahnville

Public Hearing Requirements Satisfied

Enactment No: 16-10-7

VOTE ON THE PROPOSED ORDINANCE

Yeas: 8 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

Enactment No: 16-10-7

PERSONS TO ADDRESS THE COUNCIL

2016-0366

Mr. Ellis Alexander: A Library for Killona

Council Discussion

Mr. Alexander spoke on the matter.

Heard

RESOLUTIONS

2016-0359

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 (Nwy 48) by the Eastbank, Bridge Park, Ormond Boulevard and Airline Drive (U.S. 61), Ormond Boulevard and River Road, Orsaud's Grocery Store on Apple Street, Winn Dixie at 12519 Airline Drive (U.S. 61), Destrehan, and River Road Market at 12572 River Road, Destrehan on October 21st and 22nd, 2016, between the hours of 9:00 A.M. and 7:00 P.M.

Ms. Fletcher

Reported: Councilwoman Fletcher Recommended: Approval

Public comment opened; no public comment

VOTE ON THE PROPOSED RESOLUTION

Yeas: 8 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

Enactment No: 6246

2016-0380

A resolution requesting that the Parish President and all Department heads respond within five (5) business days to all Parish Council letters, memos, emails, and/or any other form of communication prepared by and/or on behalf of Council Members requesting information, production of documents, input when requested on proposed ordinances or resolutions, responses to letters, or anything else that may be asked of the administration, all referred to herein as items, with the initial response providing what was requested, or at a minimum, providing 1) acknowledgment that the communication was received, and 2) a date by which the requested items will be provided.

Mr. Hogan

Reported: Councilman Hogan Recommended: Approval

Public comment opened; no public comment

Council Discussion

Amendment: to amend the proposed resolution in the "SUMMARY" and in the "NOW, THEREFORE, BE IT RESOLVED Section" to change "...five (5) business days ..." to read "...ten (10) business days..."

A motion was made by Councilmember Hogan, seconded by Councilmember Bellock, to Amend File No. 2016-0380. The motion carried by the following vote:

Yeas: 6 - Hogan, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 2 - Wilson and Clutee

Absent: 1 - Benedetto

Amended

2016-0390

A resolution requesting that the Parish President and all Department heads respond within ten (10) business days to all Parish Council letters, memos, emails, and/or any other form of communication prepared by and/or on behalf of Council Members requesting information, production of documents, input when requested on proposed ordinances or resolutions, responses to letters, or anything else that may be asked of the administration, all referred to herein as items, with the initial response providing what was requested, or at a minimum, providing 1) acknowledgment that the communication was received, and 2) a date by which the requested items will be provided.

Mr. Hogan

Further Council Discussion

Parish President Larry Cochran spoke on the matter.

Proposed resolution failed for lack of a majority by the following vote:

Yeas: 1 - Hogan

Nays: 7 - Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Absent: 1 - Benedetto

Failed

2014-0374

A resolution requesting that the St. Charles Parish President direct the Public Works Department to remove all of the azalea bushes from within the Parish's Wisner Street Right-of-way, located near 171 Wisner Street in Paradis, which are obstructing vehicular line of sight causing a hazardous condition.

Mr. Hogan

Reported: Councilman Hogan Recommended: Approval

Public comment opened; no public comment

Council Discussion

Parish President Larry Cochran spoke on the matter.

Legal Services Director Robert Raymond spoke on the matter.

A motion was made by Councilmember Woodruff, seconded by Councilmember Hogan, to Table File No. 2014-0374. The motion carried by the following vote:

Yeas: 8 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

Tabled

APPOINTMENTS

2016-0356

A resolution to appoint a member to the Hospital Services District

Nominations: Councilman Gibbs nominated Mr. Jake Lemmon

Councilman Hogan nominated Mr. Richard Cuyne

Nominations Accepted

A motion was made by Councilmember Fletcher, seconded by Councilmember Clutee, to Close Nominations for File No. 2016-0356. The motion carried by the following vote:

Yeas: 8 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

Nominations Closed

2016-0363

A resolution appointing a member to the Zoning Board of Adjustment as the District I Representative.

Vacancy Announced

2016-0364

A resolution appointing a member to the Zoning Board of Adjustment as the District III Representative.

Vacancy Announced

2016-0365

A resolution appointing a member to the Zoning Board of Adjustment as the District VII Representative.

Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to adjourn the meeting at approximately 6:58 pm. The motion carried by the following vote:

Yeas: 8 - Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Benedetto

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark, Council Secretary

Publish November 24, 2016

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

St. Charles Parish Meeting Minutes Parish Council Budget - 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

Tuesday, October 25, 2016 8:00 AM Council Chambers, Courthouse

ATTENDANCE

Present 6 - Mary K. Clutee, John R. Dick Gibbs, William Woodruff, Marilyn B. Bellock, Traci A. Fletcher, and Julia Fisher-Perrier

Absent 3 - Wendy Benedetto, Paul J. Hogan, and Terrell D. Wilson

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahousay, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Dawn Duha, Executive Director of Community Affairs Dwayne LaGrange, Finance Director Grant Dussan, Public Works/Wastewater Director Clayton Fauchoux, Public Works Assistant Director and Contract Monitor Stephen Truitt, Wastewater Assistant Director L.J. Brady, Planning & Zoning Director Michael Albert, Grants Officer Daria Chisason, Public Information Officer Tristan Babin, Emergency Preparedness Director Joe Ganote, Intern Emergency Preparedness Director Jason Tasset, Community Services Director Jean Tonglet Diaz, Economic Development & Tourism Director Corey Fauchoux, Parks and Recreation Director Duane Foret, Animal Control Officer Jona Trolier, Risk Management Officer Trechele Champagne, Personnel Officer Sandy Zimmer, R.E.V.P. Director Michele Higgins, General Government Buildings Facilities Manager Philip Dufrene, WWO Director Tommy Scott, Sam Scholle, Senior Projects Manager; Adrienne Bourgeois, Public Information Officer; Procurement Agent Jill Schmitt; Information Technology Coordinator Erik Dufrene; Jim Pate, Emergency Preparedness Department; Stacy Parker, Finance Department; Chandra Sampay, Contract Monitor Office; Brad Berthelot, Wastewater Department; Rachel Whitener, Public Works Department; Kevin Robichaux, General Government Buildings Department; Kait Zammit, Parish Farm Agent; Brian J. Champagne, Registrar of Voters; Joel T. Chabson, II, District Attorney; Cynthia Accitt, District Attorney's Office; Judge Emile R. St. Pierre; Judge M. Lauren Lemmon; Judge Timothy S. Marcel; Lance Marino, Clerk of Court; Brian Fabre, Clerk of Court's Office; Chief Joe Candella, Sheriff's Office; May Robichaux, Sheriff's Office; Nicole Henry, Sheriff's Office; Maurice Boudich, Sheriff's Office; Carmen Johnson, Gammam Coast Farmers Market; Ann Monaghan, Gammam Coast Farmers Market

CALL TO ORDER

Meeting called to order by Vice-Chairman Julia Fisher-Perrier at 8:02 am.

PRAYER / PLEDGE

Pastor Kenny Day, Covenant Church, Destrehan

Budget Message - 2017 Consolidated Operating & Capital Budget (President Larry Cochran)

Chairman Benedetto arrived in the meeting.

Read

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

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.

Mr. Cochran and Department of Finance

Public Hearing Requirements Satisfied

General Fund: District Attorney - Reported - Council Discussion District Attorney Joel T. Chabson, II, spoke on the matter.

Registrar of Voters - Deferred District Court - Reported - Council Discussion Judge Emile St. Pierre spoke on the matter.

Grand Jury - Reported District Court Div. C - Reported - Council Discussion Judge Emile St. Pierre spoke on the matter.

District Court Div. D - Reported - Council Discussion Judge Lauren Lemmon spoke on the matter.

District Court Div. E - Reported Registrar of Voters - Reported - Council Discussion Registrar of Voters Brian Champagne spoke on the matter.

Councilman Wilson arrived in the meeting.

Clerk of Court - Reported - Council Discussion Clerk of Court Lance Marino spoke on the matter.

Parish President Larry Cochran spoke on the matter.

Sheriff - Reported Parish Farm Agent - Reported

Chairman Benedetto exited the meeting. In Chairman Benedetto's absence, Vice-Chairman Fisher-Perrier assumed the meeting. AMENDMENT NO. 1 - General Fund - Parish Farm Agent - Operating Services/Other Charges: Councilwoman Fisher-Perrier motioned, seconded by Councilwoman Fletcher, to amend the proposed budget to add \$1,200.00 to Operating Services - Telephone; and to add \$900.00 to Other Charges - Training & Travel, under account 001-468220. Motion carried 8 yeas. Councilman Hogan absent. PASSED

Special Revenue Funds: Retired Senior Volunteer Program - Reported - Council Discussion RSVP Director Michelle Higgins spoke on the matter.

Federal - Reported Federal - Volunteer - Reported State - Reported - Council Discussion RSVP Director Michelle Higgins spoke on the matter.

Ms. Stacy Parker, Finance Department, spoke on the matter.

State - Volunteer - Reported Local - Reported Local - Volunteer - Reported

Public Hearing Requirements Satisfied

General Fund: Council - Reported - Council Discussion Council Secretary Tiffany K. Clark spoke on the matter.

Council District I - Reported

AMENDMENT NO. 2 - General Fund - Council District I - Personal Services: Councilman Wilson motioned, seconded by Councilman Benedetto, to amend the proposed budget to add \$7,250.00 to Personal Services - Health/Life Insurance under account 001-400111. Motion carried 8 yeas. Councilman Hogan absent. PASSED

Council District II - Reported Council District III - Reported Council District IV - Reported Council District V - Reported Council District VI - Reported Council District VII - Reported Council Division A - Reported Council Division B - Deferred Parish President - Reported

Recess

Special Revenue Funds: Parish Transportation - Reported Road Lighting District #1 - Reported - Council Discussion Public Works Assistant Director and Contract Monitor Stephen Truitt spoke on the matter.

Road & Drainage - Reported - Council Discussion Public Works/Wastewater Director Clayton Fauchoux spoke on the matter.

Parish President Larry Cochran spoke on the matter.

Councilwoman Clute motioned, seconded by Councilman Gibbs, to amend the proposed budget to transfer from the General Fund \$100,000.00 to Capital Outlay - Improvements other than Buildings - Riverfront Park on Eastbank & Westbank under account 113-450100. Motion carried 8 yeas. Councilman Hogan absent. PASSED

AMENDMENT NO. 11 - Special Revenue Funds - Recreation - Capital Outlay Councilwoman Bellock motioned, seconded by Councilman Woodruff, to amend the proposed budget to transfer from the General Fund \$50,000.00 to Capital Outlay - Improvements other than Buildings - MTT Park under account 113-450100. Motion carried 8 yeas. Councilman Hogan absent. PASSED

Capital Projects Funds: Recreation Facilities Construction - Reported - Council Discussion Parks & Recreation Director Duane Forest spoke on the matter. Public Works/Wastewater Director Clayton Fouchaux spoke on the matter.

AMENDMENT NO. 12 - Special Revenue Funds - Road & Drainage/Paved Streets - Personal Services Councilwoman Fisher-Perrier motioned, seconded by Councilman Wilson, to amend the proposed budget to add \$53,000.00 to Personal Services - Grass Cutter II under account 112-420210. Motion carried 8 yeas. Councilman Hogan absent. PASSED

Public Hearing Requirements Satisfied

Recess

General Fund: Public Information - Reported Purchasing - Reported Personnel - Reported Council Discussion Parish President Larry Cochran spoke on the matter. Personnel Officer Sandy Zimner spoke on the matter. Public Works/Wastewater Director Clayton Fouchaux spoke on the matter.

Planning & Zoning - Reported Council Discussion Planning & Zoning Director Michael Albert spoke on the matter.

Coastal Zone Management - Reported - Council Discussion Planning & Zoning Director Michael Albert spoke on the matter.

ICC Building Codes - Reported Information Technology - Reported GIS - Reported Cable TV Administration - Reported General Govt Buildings - Reported Risk Management - Reported Grants Administration - Reported Emergency Preparedness - Reported Emergency Prep. Subsid. - Reported EOC 24 Hours Coverage - Reported - Council Discussion Emergency Preparedness Director Joe Gamble spoke on the matter. Information Emergency Preparedness Director Jason Tavel spoke on the matter.

Animal Control - Reported Health & Safety Rehab. - Reported Revitalization Fund Program - Reported Community Services - Reported

AMENDMENT NO. 13 - General Fund - Community Services - Capital Outlay Councilman Wilson motioned, seconded by Councilwoman Fletcher, to amend the proposed budget to add \$50,000.00 to Improvements other than Buildings; add \$25,000.00 to Architectural/Engineering Fees - Wing Addition to the Kilona Community Center under account 001-430231. Motion carried 8 yeas. Councilman Hogan absent. PASSED

Community Services Director Joan Diaz spoke on the matter.

Energy Assistance - Reported Summer Feeding - Reported - Council Discussion Community Services Director Joan Diaz spoke on the matter.

Community Service Center - Reported Community Service Subgrants - Reported CSBG - Administration - Reported - Council Discussion Community Services Director Joan Diaz spoke on the matter.

CSBG - Program Activities - Reported Home Program - Reported

Community Center - Reported - Council Discussion Parks & Recreation Director Duane Forest spoke on the matter. Ms. Stacy Parker, Finance Department, spoke on the matter. Finance Director Grant Dussom spoke on the matter.

Economic Development - Reported - Council Discussion Economic Development & Tourism Director Corey Fouchaux spoke on the matter.

Tourist Information Center - Reported

Public Hearing Requirements Satisfied

Special Revenue Funds: Workforce Investment Act - Reported

General Fund: Ordinances & Proceedings - Reported Polios Jury Association - Reported Ward Courts - Reported Elections - Reported Finance - Reported Taxation - Assessor - Reported Taxation - Collector - Reported - Council Discussion Finance Director Grant Dussom spoke on the matter.

Data Processing - Reported Research & Investigations - Reported Retirement System Contributions - Reported Retired Employees Group Insurance - Reported Juvenile - Reported Motor Vehicle - Reported Veterans Administration - Reported - Council Discussion Finance Director Grant Dussom spoke on the matter.

Public Housing - Reported Debt Service - Reported Transfers - Reported - Council Discussion Finance Director Grant Dussom spoke on the matter.

Special Revenue Funds: Criminal Court Fund - Reported - Council Discussion Finance Director Grant Dussom spoke on the matter.

District Court - Reported District Attorney - Reported Sheriff - Reported Transfers - Reported Council on Aging - Reported Fire Protection - Reported Governmental Bldg. M&O - Reported Health Unit - Reported ARC of St. Charles - Reported

Capital Projects Funds: Front Foot Assessment Capital Projects - Reported - Council Discussion Finance Director Grant Dussom spoke on the matter. Public Works/Wastewater Director Clayton Fouchaux spoke on the matter.

Public Hearing Requirements Satisfied

RECAP OF AMENDMENTS

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.

Mr. Cochran and Department of Finance

AMENDMENT NO. 1 - General Fund - Parish Farm Agent - Operating Services/Other Charges Councilwoman Fisher-Perrier motioned, seconded by Councilwoman Fletcher, to amend the proposed budget to add \$60,000.00 to Operating Services - Property Insurance; add \$1,200.00 to Operating Services - Telephone; and to add \$900.00 to Other Charges - Training & Travel, under account 001-465220. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 2 - General Fund - Council District I - Personal Services Councilman Wilson motioned, seconded by Councilwoman Benedetto, to amend the proposed budget to add \$7,250.00 to Personal Services - Health/Life Insurance under account 001-400111. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 3 - Special Revenue Funds - Road & Drainage/Paved Streets - Operating Services Councilwoman Fisher-Perrier motioned, seconded by Councilman Gibbs, to amend the proposed budget to add \$25,000.00 to Operating Services - Professional Services - Funding for Speed Study in Lakewood/Mimosa Park under account 112-420210. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 4 - Special Revenue Funds - Road & Drainage/Paved Streets - Operating Services Councilwoman Bellock motioned, seconded by Councilwoman Fisher-Perrier, to amend the proposed budget to add \$25,000.00 to Operating Services - Professional Services - Funding for Speed Study in District V under account 112-420210. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 5 - Special Revenue Funds - Road & Drainage/Paved Streets - Capital Outlay Councilwoman Benedetto motioned, seconded by Councilwoman Fletcher, to amend the proposed budget to add \$15,000.00 to Capital Outlay - Improvements other than Buildings - Electronic Speed Signs on Ormsod Boulevard under account 112-420250. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 6 - Special Revenue Funds - Road & Drainage/Drainage - Capital Outlay Councilman Wilson motioned, seconded by Councilman Gibbs, to amend the proposed budget to add \$75,000.00 to Capital Outlay - Architectural/Engineering Fees - Main Street Improvements under account 112-420250. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 7 - Special Revenue Funds - Road & Drainage/Drainage - Capital Outlay Councilwoman Clute motioned, seconded by Councilwoman Fisher-Perrier, to amend the proposed budget to add \$50,000.00 to Capital Outlay - Architectural/Engineering Fees - Lane Star Engineering Grant Project under account 112-420280. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 8 - Special Revenue Funds - Recreation - Capital Outlay Councilman Wilson motioned, seconded by Councilwoman Fisher-Perrier, to amend the proposed budget to add \$50,000.00 to Personal Services - Improvements other than Buildings - New Restroom Facility for Des Allemands Park (American Legion Hall) under account 113-450100. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 9 - Special Revenue Funds - Recreation - Capital Outlay Councilman Wilson motioned, seconded by Councilwoman Fisher-Perrier, to amend the proposed budget to transfer from the General Fund \$15,000.00 to Capital Outlay - Buildings/Grounds - New Pavilion for South Fashion Phase 2 & 3 in Hahnville under account 113-450100. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 10 - Special Revenue Funds - Recreation - Capital Outlay Councilwoman Clute motioned, seconded by Councilman Gibbs, to amend the proposed budget to transfer from the General Fund \$100,000.00 to Capital Outlay - Improvements other than Buildings - Riverfront Park on Eastbank & Westbank under account 113-450100. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 11 - Special Revenue Funds - Recreation - Capital Outlay Councilwoman Bellock motioned, seconded by Councilman Woodruff, to amend the proposed budget to transfer from the General Fund \$50,000.00 to Capital Outlay - Improvements other than Buildings - MTT Park under account 113-450100. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 12 - Special Revenue Funds - Road & Drainage/Paved Streets - Personal Services Councilwoman Fisher-Perrier motioned, seconded by Councilman Wilson, to amend the proposed budget to add \$53,000.00 to Personal Services - Grass Cutter II under account 112-420210. Motion carried 8 yeas. Councilman Hogan absent.

AMENDMENT NO. 13 - General Fund - Community Services - Capital Outlay Councilman Wilson motioned, seconded by Councilwoman Fletcher, to amend the proposed budget to add \$50,000.00 to Improvements other than Buildings; add \$25,000.00 to Architectural/Engineering Fees - Wing Addition to the Kilona Community Center under account 001-430231. Motion carried 8 yeas. Councilman Hogan absent.

Amendments Recorded

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 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.

Mr. Cochran and Department of Finance

Published/Scheduled for Public Hearing to the Parish Council on October 27, 2016

ADJOURNMENT

A motion was made by Councilmember Wilson, seconded by Councilmember Fletcher, to adjourn the meeting at approximately 1:04 pm. The motion carried by the following vote:

Yeas: 8 - Benedetto, Wilson, Clutes, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier

Nays: 0

Absent: 1 - Hogan

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE

Tiffany K. Clark Council Secretary

Publish November 24, 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, NOVEMBER 14, 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.

2016-0369

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

ORDINANCE NO. 16-11-2

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 Temple.

WHEREAS, the property owner requests rezoning the property from C-1 to R-1A; and, WHEREAS, the St. Charles Parish Department of Planning and Zoning recommended approval of this request; and,

WHEREAS, the St. Charles Parish Planning Board of Commissioners recommended approval of the request at its regular meeting on October 13, 2016.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification of Lot 1A of the subdivision of a portion of Section 6, T11S, R7E, Montz, from C-1 to R-1A as requested by Kevin & Shannon Temple.

SECTION II. That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification of Lot 1A of the subdivision of a portion of Section 6, T11S R7E, Montz, from C-1 to R-1A as requested by Kevin & Shannon Temple.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 14th day of November, 2016 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto SECRETARY: Tiffany Clark DUVDPARISH PRESIDENT: Larry Cochran APPROVED: DISAPPROVED:

PARISH PRESIDENT: RETROSECRETARY: AT: 1:50a REC'D BY:

2016-0388

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

ORDINANCE NO. 16-11-3

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.

WHEREAS, the St. Charles Parish Council amended permit fees pursuant to Ordinance No. 10-7-13, Ordinance No. 10-10-2 and Ordinance No. 14-8-5; and,

WHEREAS, the Regional Code Council voted to amend certain Plan Review and Inspection fees and add certain permit types for consistency; and,

WHEREAS, the proposed fee changes are consistent with the Regional Code Council decision.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code, 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 be amended as follows (insert bold and underline; delete strikethrough type).

(a) Permit, plan review, and inspection fees by type.

Table with 3 columns: Permit Type, Permit Fee, Plan Review and Inspection Fees (number of inspections included). Rows include New Residential (One- or Two-Family Dwellings), New Residential Addition, New Detached Residential Accessory, Detached Residential Accessory < 200 sq. ft., Detached Accessory Structure without walls < 500 sq. ft., Detached Accessory Structure without walls > 500 sq. ft., New Attached Residential Aluminum Patio Covers, Res. Renovation < \$5000 value and required trade permits, Res. Renovation < \$5,001-10,000 value and required trade permits, Res. Renovation > \$10,001.00 value and required trade permits, New Commercial (new, additions and modular), New Institutional (new, additions and modular), Commercial Renovation, Institutional Renovation, Commercial Storage (Accessory to a main building), Commercial Parking, Trade Permits (Electrical, Mechanical, Plumbing, Gas), Commercial/Solar Installation, Commercial/Institutional Generator, New Cell Tower, Cell Tower Co-locate/Antenna Change Out, Commercial Re-roof, Whole House (fixed) Generator, Mobile Homes, Change of Occupancy, Change of Use, Sign Permits, Sign face change, Temporary Commercial Structures, Demolition Permit, Swimming Pool (in ground), Swimming Pool (above-ground), Annual Maintenance Permit, Special Permit Use, Miscellaneous Permit, Structure Elevation, Residential Structure Relocation plus trade permits, Additional Inspections.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 14th day of November, 2016. The provisions of this Ordinance shall become effective January 1, 2017.

CHAIRMAN: Wendy Benedetto SECRETARY: Tiffany Clark DUVDPARISH PRESIDENT: Larry Cochran APPROVED: DISAPPROVED:

PARISH PRESIDENT: RETROSECRETARY: AT: 1:50a REC'D BY:

2016-0370

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 16-11-4

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.

WHEREAS, Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert, Jr. filed a Petition for Just Compensation alleging that St. Charles Parish trespassed on their properties by digging a canal and road to access the canal which said canal continuously floods the property; and,

WHEREAS, Mary Vial, Jefferson Magnolia, L.L.C., Edward Renton and John T. Lambert further allege that the canal and road sever and damage the property and diminish the value of the remainder of their properties; and, the parties have agreed to compromise and make full and final settlement;

WHEREAS, Mary Vial has agreed to compromise and make full and final settlement for the sum of \$10,000.00, inclusive of all damages, costs and fees; and,

WHEREAS, Jefferson Magnolia, L.L.C. has agreed to compromise and make full and final settlement for the sum of \$10,000.00, inclusive of all damages, costs and fees; and,

WHEREAS, John T. Lambert, Jr. has agreed to compromise and make full and final settlement for the sum of \$10,000.00, inclusive of all damages, costs and fees; and,

WHEREAS, Edward Renton has agreed to compromise and make full and final settlement for the sum of \$90,000.00, inclusive of all damages, costs and fees; and,

WHEREAS, all plaintiffs have agreed to release St. Charles Parish from all existing claims and all claims which may arise in the future as a result of the acts and/or omissions alleged by them.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the President of St. Charles Parish is hereby authorized to execute the Full and Final Settlement Agreements, and pay to Mary Vial the sum of TEN THOUSAND AND NO/100THS (\$10,000.00) DOLLARS inclusive of all damages, costs and fees; pay to Jefferson Magnolia, L.L.C. the sum of TEN THOUSAND AND NO/100THS (\$10,000.00) DOLLARS inclusive of all damages, costs and fees; pay to Edward Renton the sum of NINETY THOUSAND AND NO/100THS (\$90,000.00) DOLLARS inclusive of all damages, costs and fees; and pay to John T. Lambert, Jr. the sum of TEN THOUSAND AND NO/100THS (\$10,000.00) DOLLARS inclusive of all damages, costs and fees in full satisfaction of all damages, claims and causes of action alleged 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.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto SECRETARY: Tiffany Clark DUVDPARISH PRESIDENT: Larry Cochran APPROVED: DISAPPROVED:

PARISH PRESIDENT: RETROSECRETARY: AT: 1:50a REC'D BY:

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES: PLAINTIFF: Mary Vial

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): St. Charles Parish

1. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29th JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation filed by Mary Vial against St. Charles Parish.

On April 20, 2009 Mary Vial filed suit against the Parish of St. Charles in Action # 69251 which involved various alleged claims as pertaining to the below property.

Plaintiff Mary Vial owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

A certain tract of land situated in T-13-S, R-9-E, Section 38, and T-12-S, R-9-E, Section 43, in St. Rose, Parish of St. Charles, State of Louisiana on the left descending bank of the Mississippi River, measuring 1/2 arpent on the south right of way line of the Illinois Central Gulf Railroad, by a depth between parallel lines to the south right of way line of the property owned formerly by the vendors that was acquired by expropriation by the Louisiana Department of Transportation and Development in Docket No. 35,063, 29th Judicial District Court, St. Charles Parish, Louisiana, and recorded in COB404, folio 96. The subject property is bounded on the north by the south right of way line of the ICG RR. on the upper side by property owned by River Dracine and Marshbuzzy Co., Inc., on the north by property of LA, DOTD and on the lower side by that of the John Lambert Estate. The subject property is purchased together with all of the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining. Being a portion of the same property acquired by vendors by purchase from Evan J. Lambert, et al, by act dated March 24, 1983, before Emile R. St. Pierre, Notary Public, and recorded in COB 295, folio 429, St. Charles Parish, Louisiana.

Among the many allegations Plaintiff asserted in her suit as summarized below. She alleges that:

"At some point in 2006, Warren Tremé was in the process of developing a subdivision (hereinafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Tremé thus had to secure drainage for the Subdivision before it could be fully developed. Tremé thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Tremé required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiffs.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff/Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

At no time did Plaintiff give the Parish permission to trespass onto her land or to dig a canal on her property; nor did Plaintiff give the Parish permission to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canal; and Plaintiff/Mary Vial owned all rights in and to the property that is now covered by the road.

The Parish took the property in that it has now placed a canal and a road on the property. As a result, Plaintiff has been divested of her ability to enjoy all rights in and to said property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision and the road is utilized to provide access to the canal.

The canal and road divide, sever and damage Plaintiff's property and diminish the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of her loss resulting from Defendants' taking of her property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Mary Vial, filed an 1st Supplement, Amended and Superceding (sic) Petition for Just Compensation against Defendant on June 22, 2009.

In the petition, she asserted the following summary of allegations:

In the fourth quarter of 2005 and the first quarter of 2006, Warren Tremé was in the process of developing a subdivision in St. Charles Parish. The subdivision was located in a flood plain, with the subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Tremé thus had to secure drainage for the Subdivision before it could fully be developed. Tremé thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Tremé required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2005, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff/Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel to the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiff's property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property.

On the Vial property, a second canal has been cut-in using a North-South direction (hereafter the "North-South Canal"), causing an obnoxious effect and extending the spoil bank along the North-South Canal. This spoil bank includes debris, trees, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. Primarily on the Vial property, the Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiff's property have created public access routes which subject Plaintiff to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the Vial property North of the adjacent subdivisions abutting the Vial property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular road through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line.

Over and above the damage done directly to their property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of their property as the primary drainage for the adjacent developments.

On the Lambert property, which abuts the adjacent development, substantial flooding has occurred due to the fact the development plan approved by the Parish permitted that property to drain directly onto the Lambert property. The fill from the adjacent development further encroaches the Lambert Property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect. Lots abutting the Lambert property are allowed to drain onto the Lambert property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon her property. The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads. The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of her ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of her rights to free and unfettered enjoyment of her property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. She claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, § 4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of her loss resulting from Defendant's taking of her property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property—both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

2. PAYMENTS AND CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ten Thousand Dollars and 00/100 cents (\$10,000.00) to Mary Vial and she hereby acknowledges receipt of this payment.

3. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, her heirs, assigns, successors and any person of interest completely release, acquit and forever discharge the Defendant, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its 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 Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs her attorney to dismiss her lawsuit *Mary Vial et al. versus St. Charles Parish, #69251* of the 29th District Court, Parish of St. Charles, State of Louisiana with full prejudice against Defendant and Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release 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 Plaintiff's claims involving her property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that she does hereby release the Defendant from her claims as summarized above forever and more particularly found in *Mary Vial et al. versus St. Charles Parish, #69251* of the 29th District Court, Parish of St. Charles, State of Louisiana. Plaintiff hereby agrees that this Release is a general release, and that she 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 Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims she may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section 2 of this Release 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 she may have at any time in the future that in any way arise out of her ownership of her property and the claims asserted in Section 1 above. It is Plaintiff's intention and desire that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or her successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving her property as summarized in the allegations above. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith 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 therewith.

4. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of her own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

5. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrant that no other person or entities have any interest in the claims referred to in this Release, and that she has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

6. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

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

7. REPRESENTATION OF COMPREHENSION OF DOCUMENTS

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to her by her attorney, and that those terms are fully understood and accepted by her.

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

8. CONFIDENTIALITY:

The terms of this Release and Settlement 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 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 authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

9. GOVERNING LAW:

This Release 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 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 collective agreements and this Release.

PLAINTIFF:

MARY VIAL Date

RANDY SMITH MARY NELL BENNETT ATTORNEYS FOR MARY VIAL.

EXECUTED AS OF THIS DAY OF 2016.

DEFENDANT, ST. CHARLES PARISH

LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

CHARLES M. RAYMOND ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS DAY OF 2016.

ACKNOWLEDGEMENT

STATE OF LOUISIANA PARISH OF ST. CHARLES

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared Mary Vial, a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, who, being by me first duly sworn, did depose and state:

That she has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that she has executed this instrument in multiple counterparts of her own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

MARY VIAL

WITNESSES:

PRINT NAME: ADDRESS:

PRINT NAME: ADDRESS:

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

NOTARY PUBLIC PRINTED NAME: ADDRESS: SEAL

COMMISSION NUMBER: COMMISSION EXPIRATION:

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: Jefferson Magnolia, L.L.C.

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): St. Charles Parish

I. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29TH JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suit) filed by Jefferson Magnolia, L.L.C. against St. Charles Parish.

On April 20, 2009 Jefferson Magnolia, L.L.C. filed suit against the Parish of St. Charles in Action # 69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish* which involved various alleged claims as pertaining to the below property.

Plaintiff, Jefferson Magnolia, L.L.C. owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

A certain tract or parcel of land, situated in the Parish of St. Charles, State of Louisiana on the east bank of the Mississippi river, at about 21 miles above the City of New Orleans, approximately 28,470 acres and a 70,9 88 square foot parcel north of L & A railroad in Section 43 T12S-R9E according to survey by Paul J. Kocke, Sr. dated August 11, 1994 and revised September 25, 1995.

Among the many allegations Plaintiff asserted in its Original Petition for Just Compensation are summarized below. It alleges that:

"At some point in 2006, Warren Tremé was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish. The Subdivision was located in a flood plain, and Mr. Tremé thus had to secure drainage for the Subdivision before it could be fully developed. Tremé thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Tremé required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff Mary Vial's land. The canal continues to fill with water and overflow onto Plaintiff's land. At no time did Plaintiff give the Parish permission to trespass onto its land or to dig a canal on its property; nor did Plaintiff give permission to the Parish to utilize its property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages. Plaintiff, Jefferson Magnolia, L.L.C., owned all rights in and to the property that is now part of this litigation. The Parish took the property in that it has now placed a canal on the property. As a result, Plaintiff has been divested of its ability to enjoy all rights in and to its property. The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff's property and diminishes the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, § 4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of its loss resulting from Defendant's taking of its property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property—both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Jefferson Magnolia, L.L.C., filed an 1st Supplement, Amended and Superseding (sic) Petition for Just Compensation against Defendant on June 22, 2009.

In the Petition, it asserted the following summary of allegations and facts: In the fourth quarter of 2005 and the first quarter of 2006, Warren Tremé was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Tremé thus had to secure drainage for the Subdivision before it could fully be developed. Tremé thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Tremé required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision. At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiff's property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property. On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, trees, vegetation and other spoil along the banks. In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiff's property have created public access routes which subject Plaintiff's trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular road through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line. Over and above the damage done directly to its property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of its property as the primary drainage for the adjacent developments.

It has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto its property. The fill from the adjacent development further encroaches its property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect.

Lots abutting the its property are allowed to drain onto its property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions. Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon its property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages. Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of its ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of its rights to free and unfettered enjoyment of its property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. It claims that the Parish further diminished the value of the surrounding property in that the Parish subjected the property to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, § 4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of its loss resulting from Defendant's taking of her property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property—both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

II. CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ten Thousand Dollars and 00/100 cents (\$10,000.00) to Jefferson Magnolia, L.L.C. and Jefferson

Magnolia, L.L.C. hereby acknowledges receipt of this payment.

III. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, its heirs, agents or assigns completely release, acquit and forever discharge the Defendant, St. Charles Parish, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its 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 Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs its attorney to dismiss his lawsuit in the District Court with full prejudice against Defendant or the Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release 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 Plaintiff's claims involving its property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that it does hereby release the Defendant from its claims as summarized above forever and more specifically found in Action # 69251, of the 29th Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial, et al versus St. Charles Parish*.

Plaintiff hereby agrees that this Release is a general release, and that it 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 Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims it may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section II of this Release 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 that in any way arise out of its ownership of its Property and the claims asserted in Section I above. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or its successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving its property as summarized in the allegations above and more fully found in Action #69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial et al versus St. Charles Parish*. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith 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 therewith.

IV. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of its own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

V. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, 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 Release.

VI. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

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

VII. REPRESENTATION OF UNDERSTANDING OF RELEASE:

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to its officials and officers by its attorney, and that those terms are fully understood and accepted by the officials and officers of Jefferson Magnolia, L.L.C.

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

VIII. CONFIDENTIALITY:

The terms of this Release and Settlement 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 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 authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

IX. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

X. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all 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 collective agreements and this Release.

PLAINTIFF:

IN HIS CAPACITY AS FOR JEFFERSON MAGNOLIA, L.L.C.

RANDY SMITH MARY NELL BENNETT ATTORNEYS FOR JEFFERSON MAGNOLIA, L.L.C. EXECUTED AS OF THIS DAY OF 2016.

DEFENDANT, ST. CHARLES PARISH

LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

CHARLES M. RAYMOND ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS DAY OF 2016.

ACKNOWLEDGEMENT

STATE OF LOUISIANA PARISH OF

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared a person of full age and majority and a resident of the Parish of State of Louisiana, who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

That he further has been authorized by JEFFERSON MAGNOLIA, L.L.C. through the appropriate company authorizations to execute this agreement and forever bind JEFFERSON MAGNOLIA, L.L.C. to the terms and conditions of this Release.

IN HIS CAPACITY AS FOR JEFFERSON MAGNOLIA, L.L.C.

WITNESSES:

PRINT NAME: ADDRESS:

PRINT NAME: ADDRESS:

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

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

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: Edward Renton

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): St. Charles Parish

i. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29TH JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suit) filed by Edward Renton against St. Charles Parish.

On April 20, 2009 Edward Renton filed suit against the Parish of St. Charles in Action #

69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned Mary Vial, et al versus St. Charles Parish which involved various alleged claims as pertaining to the below property.

Plaintiff, Edward Renton owns that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

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 anyway appertaining, situated in the PARISH OF ST. CHARLES, STATE OF LOUISIANA, in that part known as the JOHN LAMBERT TRACT, designated as a PORTION OF LOTS 5 and 6 (Property of John M. Key), bounded by the Louisiana and Arkansas Railroad R.O.W., D&TD. Parcel 22-26, Lot 7, Lot 4 and the Illinois Central Railroad R.O.W. and is more fully described as follows:

Begin at the intersection of the southerly right of way line of the Louisiana and Arkansas Railroad R.O.W. (A 100 foot R.O.W.) and the common line of Lots 6 and 7 of the John Lambert Tract; thence along the aforesaid common line S 20 degrees 36 minutes 07 seconds E (title), S 20 degrees 37 minutes 00 seconds (actual), a distance of 2,538.10 feet (title), 2543.87 (actual) to a point on the northerly right of way line of the Illinois Central Railroad R.O.W. (a 100 foot R.O.W.); thence along the aforesaid northerly right of way line, S 49 degrees 11 minutes 49 seconds W a distance of 293.64 feet to a point of the common line of Lots 4 and 5 of the John Lambert Tract; thence along the aforesaid common line, N 21 degrees 05 minutes 47 seconds W (title), N 21 degrees 09 minutes 17 West (actual), a distance of 2,747.11 feet (title), 2754.70 feet (actual), to a point on the southerly right of way line of OOTD Parcel 22-26; thence along the aforesaid southerly right of way line, S 72 degrees 35 minutes 38 seconds E (title) N 72 degrees 35 minutes 26 Seconds W (actual) a distance of 242.76 (title) 247.60 feet (actual) to a point; thence continue along the aforesaid southerly right of way line, N 46 degrees 40 minutes 01 seconds E a distance of 114.15 (title) 117.08 feet (actual) to a point on the southerly right of way line of the Louisiana and Arkansas Railroad R.O.W., (a 100 foot R.O.W.); thence along the aforesaid southerly right of way line, S 72 degrees 35 minutes 26 seconds E a distance of 3.46 feet (title) 2.93 feet (actual) to the POINT OP BEGINNING.

All in accordance with survey of BEM Professional Land Surveyors, dated May 1, 2007, a copy of which is attached hereto and made part hereof. The above described portion of ground contains 17.1626 (title), 17.357 (actual) acres.

Among the many allegations Plaintiff asserted in his Original Petition for Just Compensation are summarized below.

He alleges that: "At some point in 2006, Warren Treme was in the process of developing a subdivision (hereinafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

At no time did Plaintiff give the Parish permission to trespass onto his land or to dig a canal on his property; nor did Plaintiff Mary Vial give permission to the Parish to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages. Plaintiff, Edward Renton, owned all rights in and to the property that is now part of this litigation.

The Parish took the property in that it has now placed a canal on the property. As a result, Plaintiff has been divested of his ability to enjoy all rights in and to his property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff's property and diminishes the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, Edward Renton, filed an 1st Supplement, Amended and Superceding (sic) Petition for Just Compensation against Defendant on June 22, 2009.

In the Petition, he asserted the following summary of allegations and facts:

In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiff's property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property. On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, trees, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiff's property have created public access routes which subject Plaintiff's property to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line. Over and above the damage done directly to his property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of his property as the primary drainage for the adjacent developments.

He has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto his property. The fill from the adjacent development further encroaches his property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect. Lots abutting his property are allowed to drain onto his property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon his property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of his ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of his rights to free and unfettered enjoyment of his property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. He claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canals dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding.

ii. CONSIDERATION:

In consideration of this Settlement and Release, the Defendant hereby pays Ninety Thousand Dollars and 00/100 cents (\$90,000.00) to Edward Renton and he hereby acknowledges receipt of this payment.

iii. GENERAL RELEASE AND DISCHARGE

In consideration of the payments stipulated herein, Plaintiff, his heirs, agents or assigns completely release, acquit and forever discharge the Defendant, St. Charles Parish, its predecessors, successors, parents, affiliates, subsidiaries, divisions, agents, assigns and anyone else acting or purporting to act on its 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 Plaintiff now has, or may have in the future, in whole or in part arising out of, related to, resulting from, or contributed to by Plaintiff's allegations, whether asserted or not asserted. As part of this Release, Plaintiff hereby authorizes and directs his attorney to dismiss his lawsuit in the District Court with full prejudice against Defendant or the Released Parties forever barring any action in the future involving the claims as asserted and summarized above.

This Release 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 Plaintiff's claims involving his property. This Release shall serve as the only evidence necessary to prove complete compromise of all claims regarding the claims stated above involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that he does hereby release the Defendant from his claims as summarized above forever and more specifically found in Action # 69251, of the 29th Judicial District Court, Parish of St. Charles, State of Louisiana captioned Mary Vial, et al versus St. Charles Parish.

Plaintiff hereby agree that this Release is a general release, and that he 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 Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims he may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section ii of this Release 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 he may have at any time in the future that in any way arise out of his ownership of his Property and the claims asserted in Section A above. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or his successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving his property as summarized in the allegations above and more fully found in Action #69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned Mary Vial et al versus St. Charles Parish. It is understood and agreed by and among the parties that this settlement 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 therewith.

iv. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of his own counsel in connection with the lawsuit, this Release, and the matters and documents referred to therein.

v. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

vi. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

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

vii. REPRESENTATION OF UNDERSTANDING OF RELEASE:

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to him by his attorney, and that those terms are fully understood and accepted by him.

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

viii. CONFIDENTIALITY:

The terms of this Release and Settlement 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 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 authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

ix. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

x. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all 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 collective agreements and this Release.

PLAINTIFF:

EDWARD RENTON

RANDY SMITH MARY NELL BENNETT ATTORNEYS FOR EDWARD RENTON EXECUTED AS OF THIS _____ DAY OF _____, 2016.

DEFENDANT, ST. CHARLES PARISH

LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

CHARLES M. RAYMOND ATTORNEY FOR ST. CHARLES PARISH EXECUTED AS OF THIS _____ DAY OF _____, 2016.

ACKNOWLEDGEMENT

STATE OF LOUISIANA PARISH OF _____

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared EDWARD RENTON, a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

EDWARD RENTON WITNESSES:

PRINT NAME: _____ ADDRESS: _____

PRINT NAME: _____ ADDRESS: _____

SWORN TO AND SUBSCRIBED before me, this _____ day of _____, 2016.

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

FULL AND FINAL RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement (the "Release") is entered into and executed in triplicate originals on the dates set forth below by the following parties:

PARTIES:

PLAINTIFF: John T. Lambert, Jr.

DEFENDANT (ALSO REFERRED AS RELEASED PARTY OR PARTIES): St. Charles Parish

A. SUMMARIZED ALLEGATIONS AND FACTS OF MARY VIAL, ET AL., VERSUS ST. CHARLES PARISH, #69251 OF THE 29TH JUDICIAL DISTRICT COURT, PARISH OF ST. CHARLES, STATE OF LOUISIANA LITIGATION:

This Release arises the allegations asserted in the Original Petition for Just Compensation (suif) filed by John T. Lambert, Jr. against St. Charles Parish.

On April 20, 2009 John T. Lambert filed suit against the Parish of St. Charles in Action # 69251 of the 29 Judicial District Court, Parish of St. Charles, State of Louisiana captioned Mary Vial, et al versus St. Charles Parish which involved various alleged claims as pertaining to the below property.

Plaintiff, John T. Lambert, Jr., owns 2/3 interest of that certain immovable property that was made part of this litigation in St. Charles Parish more fully described as follows:

A certain tract or parcel of land, situated in the Parish of St. Charles, State of Louisiana on the east bank of the Mississippi River, at about 21 miles above the City of New Orleans, measuring one hundred and twenty-one (121 1/2) feet, more or less, front on the said river by eighty (80) arpents in depth, opening in the rear; bounded above by Tract No. Three hereinafter described, together with all rights, ways, servitudes, privileges and advantages thereunto belonging; including all buildings hereon.

As per plan of W. A. Blalock, Civil Engineer, dated April 23, 1924, and as more fully surveyed and shown by blue print of plan made by Henry E. Landry, Civil Engineer, under date of August 22, 1946, both of said plans being hereto annexed and made part hereof, and shown thereon as Tract No. Four of Nine Tracts comprising the property formerly known as the "John Lambert Tract", located in Section 41, 43, and 47, Township 12 South, Range 9 East, east of the Mississippi River, in St. Charles Parish, Louisiana. Acquired by William A. Lambert per Act of Partition dated December 22, 1951 and recorded in COB XXX, Folios 126 et seq.

John T. Lambert, Jr. is further the owner of an undivided 1/4 interest in the following property:

A certain tract of land, together with all the buildings and improvements thereon and all the rights, ways, privileges and servitudes thereunto belonging or in anyway appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left bank of the Mississippi River, about twenty-five miles above the City of New Orleans, measuring two and one-half (2 1/2) arpents front on the Mississippi River, by a depth of sixty (60) arpents between parallel lines, together with alluvion and batture and all rimarrins rients

attached to the ownership of said property, bounded above by the property now or formerly belonging to Vincent Barbara, below by the property now or formerly belonging to Mrs. F. B. Weaver and on the rear by the property formerly belonging to A. Lasseigne, and sold by him to John Dresser, together with all the buildings thereon; less that part of the property heretofore sold to Vincent Barbara and Henry Barbara by Olide Cambre, by act before Henry J. Forcece, Jr., Notary Public for the Parish of Orleans, on June 18, 1917, registered in Conveyance Office Book T, Folio 163, Parish of St. Charles, which said part is to be taken off of the above described property and which said property so sold by Olide Cambre, the vendor now declares consists of One (1) arpent front taken from the upper side by sixty (60) arpents in depth between parallel lines, excepting an offset of ground to include oak trees which was not sold.

And which said portion of land is more fully depicted by a survey thereof made by Frank T. Payne, Civil Engineer and d Surveyor, dated Gretna, Louisiana, April 25, 1924, a blue print copy of which is hereto annexed, and by which the said tract or portion of land is more fully described as:

a Certain piece or portion of land fronting on the Mississippi River and including all alluvial batture, with a front measurement on the public road on an angle of three hundred and sixteen and four tenths feet, from the point "H" to the point "I"; thence it has a first depth from the point "I" north twenty-four degrees, fifty-six minutes west five hundred and minutes east, sixty-six and 91/100 feet to the point "B"; thence it has a fourth depth on a line north thirty-two to the point "A"; thence it widens to a second depth on a line north thirty-two degrees forty-four minutes west, four hundred and fifty-seven and four tenths feet to the point "C"; thence it narrows to a third depth on a line north forty-three degrees, thirty-three twenty-four degrees, fifty-six minutes west, four thousand five hundred and nine feet to the point "D"; thence it has a fifth depth on line north twenty-five degrees twelve minutes west, five thousand nine hundred and seventy-one feet to a point "E"; where it joins the sixty arpent line thence has its rear line on a north forty-one degrees, thirty minutes east, three hundred and fourteen and three-tenths feet to the point "F"; thence back along its lower side on a line south twenty-five degrees, twelve minutes west, fifty-six hundred feet on the point "G"; thence on a line south twenty-four degrees, fifty-six minutes west, five thousand three hundred and eighty-eight feet to the point "H", the point of beginning.

And which said tract of land as depicted contains seventy-four and seventy-one hundredths (74.71) acres.

According to the map of Frank H. Waddill, C.E., dated February 17, 1904, said tract of land lies in part in Township 13 S., R. 9 E., and in part in Township 12, S. R. 9 E.

Among the many allegations Plaintiff asserted in his Original Petition for Just Compensation are summarized below.

He alleges that: "At some point in 2006, Warren Treme was in the process of developing a subdivision (hereafter the "Subdivision") in St. Charles Parish.

The Subdivision was located in a flood plain, and Mr. Treme thus had to secure drainage for the Subdivision before it could be fully developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff.

Commencing late 2006, the Parish trespassed onto Plaintiff's property, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

At no time did Plaintiff give the Parish permission to trespass onto his land or to dig a canal on his property; nor did Plaintiff Mary Vial give permission to the Parish to utilize her property to build the road that provides access to the canal.

At no time did the Parish ever commence expropriation proceedings to take Plaintiff's land, nor did the Parish ever tender just compensation or damages. Plaintiff, John T. Lambert, owned all rights in and to the property that is now part of this litigation.

The Parish took the property in that it has now placed a canal on the property. As a result, Plaintiff has been divested of his ability to enjoy all rights in and to his property.

The Parish took the property for a public purpose in that the canal is utilized to provide drainage for the Subdivision. The canal divides, severs and damages Plaintiff's property and diminishes the value the remainder of Plaintiff's property.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff would have been entitled to just compensation to the full extent of his loss resulting from Defendants' taking of his property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canal and road; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canal dug by Defendant; (4) costs to cure; and (5) all attorneys' fees, expert fees and costs incurred in connection with this proceeding."

Plaintiff, John T. Lambert, filed an 1st Supplement, Amended and Superceding (sic) Petition for Just Compensation against Defendant on June 22, 2009.

In the Petition, he asserted the following summary of allegations and facts:

In the fourth quarter of 2005 and the first quarter of 2006, Warren Treme was in the process of developing a subdivision in St. Charles Parish. The Subdivision was located in a flood plain, with the Subdivision abutting the South and Southwest boundaries of Plaintiff's property, and Mr. Treme thus had to secure drainage for the Subdivision before it could fully be developed. Treme thus swapped two (2) lots in the Subdivision for ten (10) acres of land then owned by the St. Charles Parish School Board. As part of the deal struck with the School Board, Mr. Treme required a guarantee by St. Charles Parish (hereinafter the "Parish") that it would provide drainage for the Subdivision.

The Parish did not have ownership of or access to the property necessary to provide this drainage. Required was the property owned by Plaintiff. Furthermore, the existing drainage system for the Parish would not permit adequate drainage for the subdivision.

At a time unknown to Plaintiff because of the secrecy with which the project occurred, but commencing at some point in the fourth quarter of 2006, the Parish entered onto Plaintiff's property without permission, dug a canal through Plaintiff's property, and built a road accessing the canal through a portion of Plaintiff's land. The canal continues to fill with water and overflow onto Plaintiff's land.

A Kansas City Railway Line (hereafter "KC Line") runs through the subject property. Running perpendicular to the line is Beltway Drive, which also bisects the subject property. Commencing approximately fifty (50) yards from the intersection between Beltway and the KC Line, and running in a westerly direction from that point, is the primary canal dug by St. Charles Parish (hereafter the "East-West Canal"). The East-West Canal traverses all of the subject property, running parallel with the KC Line. The East-West Canal widens to a breadth of no less than thirty (30) feet at its widest point, with the spoil bank further encroaching on Plaintiff's property.

As a result of the dredging and other operations necessary to dig this canal, the Parish recklessly deposited substantial dredging debris, trees, vegetation and other spoil along the banks of the primary canal. Not only does the spoil itself cause significant contamination and harm to Plaintiff's property, but it further has eroded the banks of the canal and caused its breach in areas, resulting in further flooding of Plaintiff's property.

On the Lambert property, the second canal cut-in using a North-South direction (hereafter the "North-South Canal"), caused an oxbow effect and extended the spoil bank along the North-South Canal. This spoil bank includes debris, trees, vegetation and other spoil along the banks.

In constructing and maintaining these two (2) canals, the Parish constructed an access road parallel to the North-South. The Parish cut a road parallel to the North-South Canal and destroyed trees and vegetation in connection with that work. This road and other access areas on Plaintiff's property have created public access routes which subject Plaintiff's property to trespassing by the general public. The Parish's construction of this road littered the property with debris and substantially damaged both the area utilized for the road and the adjacent property.

The Parish additionally engaged in additional unauthorized construction activities, including, but not limited to: (1) an additional V-shaped drainage structure (hereafter the "V Drainage Structure") on the property North of the adjacent subdivisions abutting the property; (2) an additional drainage ditch and jack-and-bore culvert allowing water to pass underneath the KC Line; (3) a vehicular route through the Vial property that adjoins the N-S Canal; and (4) an offshoot canal running parallel to the KC Line. Over and above the damage done directly to his property as a result of the creation of these canals, ditches, roads and paths, Plaintiff has further suffered damage as a result of the Parish's use of his property as the primary drainage for the adjacent developments.

He has experienced substantial flooding due to the fact the development plan approved by the Parish permitted that property to drain directly onto his property. The fill from the adjacent development further encroaches his property.

As the canal waters move north, the waters intersect with the railroad track running East-West across the subject property. Due to the elevation of the railroad track, the water leaches backwards and floods the property, thus creating a "puddling" effect. Lots abutting his property are allowed to drain onto his property because the Parish failed to require adequate safeguards—such as a drainage receptacle or retaining wall—along the boundary of the subdivisions.

Plaintiff never authorized or gave permission to the Parish to enter upon or engage in any type of construction activities upon his property.

The Parish neither commenced expropriation proceedings nor tendered just compensation or damages.

Plaintiff owned all rights in and to the property that is now covered by the canals, ditches, paths and roads.

The Parish took the property in that it has now placed canals, ditches, paths, roads and drainage ponds on the property. As a result, Plaintiff has been divested of his ability to enjoy all rights in and to said property, because said property is now fully overrun with water and/or has been cleared for paths and roads such that the property is no longer fit for the purposes to which Plaintiff had previously put the property to use.

The Parish took the property for a public purpose in that they purportedly constructed the canals, ditches, paths, roads and drainage ponds so as to provide drainage to the adjacent property, albeit in a manner that has by-passed the existing drainage plan of the Parish and caused extensive flooding and puddling on Plaintiff's property. The property rose to the level of a taking in that it permanently deprived Plaintiff of his rights to free and unfettered enjoyment of his property by converting the property to uses Plaintiff never contemplated and depriving Plaintiff of the ability to put the property to its highest and best use.

The canals, ditches, paths and roads divide, sever and damage Plaintiff's property and diminish the value of the remainder of Plaintiff's property. The property suffered diminished value where the canal rests because the overrun of the water makes the property unmarketable nor could the property be put to its highest and best use. He claims that the Parish further diminished the value of the surrounding property in that they subjected it to overflow, erosion, spoliation and puddling of water that prevent the utilization of the property for its highest and best use. The Parish has essentially rendered the property economically useless.

Pursuant to the Fifth Amendment to the United States Constitution, Louisiana Constitution Article I, §4 and La. R.S. 13:5111, Plaintiff is entitled to just compensation to expert fees and costs incurred in connection with this proceeding the full extent of his loss resulting from Defendant's taking of his property, including, but not limited to: (1) damages equivalent to the market value of the property actually taken to build the canals, ditches, paths, roads and drainage ponds; (2) damages to the remainder of Plaintiff's property as a result of the taking; (3) damages caused by Defendant's creation of a flowage easement across Plaintiff's property-both inside and outside the banks of the canals dug by

involving the above property, and to support and prove any obligation thereunder, and may be offered in evidence and pled in support thereof without objection.

Plaintiff further agrees that he does hereby release the Defendant from his claims as summarized above forever and more specifically found in Action # 69251, of the 29th Judicial District Court, Parish of St. Charles, State of Louisiana captioned Mary Vial, et al versus St. Charles Parish.

Plaintiff hereby agree that this Release is a general release, and that he 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 Plaintiff's decision to enter this Release and Settlement Agreement. It is, nonetheless, Plaintiff's intention and agreement that any claims he may have against the Released Parties for any such injury, are the subject of this Release and are hereby completely released, acquitted and forever discharged.

Plaintiff further agrees to accept payment of the sum specified in Section B of this Release 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 he may have at any time in the future that in any way arise out of his ownership of his Property and the claims asserted in Section A above more particularly found in *Mary Vial, et al. versus St. Charles Parish, #69251* of the 29th Judicial District Court, Parish of St. Charles, State of Louisiana. Plaintiff intends and desires that this Release be as broad and comprehensive as possible so that the Released Parties are never to be liable, directly or indirectly, to Plaintiff or his successors, or assigns or any person or entity claiming by, through, under or on behalf of them for any claims, demands, actions or causes of action of whatsoever nature or character regarding Plaintiff's claims against Defendant involving his property as summarized in the allegations above and more fully found in Action #69251 of the 29th Judicial District Court, Parish of St. Charles, State of Louisiana captioned *Mary Vial et al versus St. Charles Parish*. It is understood and agreed by and among the parties that this settlement is a compromise of disputed claims and disputed issues of law and fact, and the payments made in connection herewith 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 therewith.

D. ATTORNEY'S FEES

Plaintiff shall bear all attorneys' fees arising from the action of his own counsel in connection with the Lawsuit, this Release, and the matters and documents referred to therein.

E. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Plaintiff warrants that no other person or entities have any interest in the claims referred to in this Release, and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or actions referred to in this Release.

F. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Release contains the entire agreement between Plaintiff and the Released Parties with regard to the matter set forth herein, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each. Plaintiff hereby agrees that this Release shall be construed in the broadest possible sense of favor of the Released Parties.

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

G. REPRESENTATION OF UNDERSTANDING OF RELEASE:

In entering into this Release, Plaintiff represents that the terms of this Release have been completely explained to him by his attorney, and that those terms are fully understood and accepted by him.

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

H. CONFIDENTIALITY:

The terms of this Release and Settlement 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 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 authority and nothing shall prevent the Released Party from recording any servitude agreement in the public records. The Parties recognize that certain public officials will be privy to the terms and conditions of this Release and Settlement Agreement and will make every effort to assure the Plaintiff that the terms and conditions are not released after the execution of this agreement. Nothing in this provision shall create a separate and distinct cause of action for damages.

I. GOVERNING LAW:

This Release shall be construed and interpreted in accordance with the substantive law of the State of Louisiana, excluding its choice of law rules.

J. ADDITIONAL DOCUMENTS

All parties agree to cooperate fully and execute any and all 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 collective agreements and this Release.

PLAINTIFF:

JOHN T. LAMBERT, JR.

RANDY SMITH
MARY NELL BENNETT
ATTORNEYS FOR JOHN T. LAMBERT

EXECUTED AS OF THIS _____ DAY OF _____, 2016:

DEFENDANT, ST. CHARLES PARISH

LARRY COCHRAN IN HIS CAPACITY AS PRESIDENT OF ST. CHARLES PARISH

CHARLES M. RAYMOND
ATTORNEY FOR ST. CHARLES PARISH

EXECUTED AS OF THIS _____ DAY OF _____, 2016:

ACKNOWLEDGEMENT

STATE OF LOUISIANA
PARISH OF

BEFORE ME, the undersigned and in the presence of the undersigned witnesses and Notary Public, personally came and appeared JOHN T. LAMBERT, JR., a person of full age and majority and a resident of the Parish of ST. CHARLES, State of Louisiana, who, being by me first duly sworn, did depose and state:

That he has read and fully understand the above and foregoing Full and Final Release and Settlement Agreement, and that he has executed this instrument in multiple counterparts of his own free will and accord, for the purposes herein set forth, and in the presence of the witnesses set forth below.

JOHN T. LAMBERT, JR.

WITNESSES:

PRINT NAME: _____
ADDRESS: _____

PRINT NAME: _____
ADDRESS: _____

SWORN TO AND SUBSCRIBED before me, this _____ day of _____, 2016.

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

**2016-0377
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6247**

A resolution providing supporting authorization to endorse the 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 JB 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 with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5, as requested by Lloyd J. Frickey.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the geometric standards for perpendicular side lot lines; and,

WHEREAS, the applicant requested a waiver of the requirement to the required perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5; and,

WHEREAS, the Planning and Zoning Commission at their October 13, 2016 meeting recommended approval of the resubdivision with said waiver.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting authorization to endorse the 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 JB 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 with a waiver to the geometric standards of the Subdivision Ordinance for perpendicular side lot lines for Lots 77-A1-2, 77-A1-3, 77-A1-4 and Lot 77-A1-5, as requested by Lloyd J. Frickey.

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

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

And the resolution was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *[Signature]*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *[Signature]*
RET/SECRETARY: *[Signature]*
AT: *JSDa* RECD BY: *[Signature]*

**2016-0382
INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I
RESOLUTION NO. 6248**

A resolution requesting that the Louisiana Department of Transportation & Development to install a "deceleration lane" on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

WHEREAS, according to the Manual on Uniform Traffic Control Devices, the purpose of traffic control devices, as well as the principles for their use, is to promote highway safety and efficiency by providing for the orderly movement of all road users on streets and highways throughout the Nation; and,

WHEREAS, LA Highway 3127 and LA Highway 3141 are heavily traveled by the residents of Killona and the surrounding areas; and,

WHEREAS, for the safety, health, and welfare of the St. Charles Parish residents and all motorists who travel through this area, the St. Charles Parish Council is requesting the implementation of a "deceleration lane" in this area.

NOW THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Louisiana Department of Transportation & Development install a "deceleration lane" on LA Highway 3127, where it intersects with LA Highway 3141 in Killona.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Governor John Bel Edwards; Senator Gary L. Smith, Jr.; Representative Gregory A. Miller, Department of Transportation and Development Secretary Dr. Shawn Wilson, and Department of Transportation and Development District Engineer Administrator Chris Morvant, requesting their assistance in this matter.

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

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

And the resolution was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *[Signature]*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *[Signature]*
RET/SECRETARY: *[Signature]*
AT: *JSDa* RECD BY: *[Signature]*

**2016-0375
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6249**

A resolution providing mandatory support for a Special Permit PZSPU 2016-05, for green market in a C-3 zoning district, 1313 Paul Maillard Road.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981, Section VI(C)(IV)(1)(c)(8) requires Green Markets to obtain a Special Permit Use approved by the Planning Board of Commissioners and supported by the St. Charles Parish Council to operate in the C-3 zoning district; and,

WHEREAS, at their meeting on November 3, 2016, the St. Charles Parish Planning Board of Commissioners approved PZSPU 2016-05 requested by the German Coast Farmers' Market to operate at 1313 Paul Maillard Road, in a C-3 zoning district.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby provides this resolution in support of the Planning Board of Commissioners' decision to permit a Green Market in a C-3 zoning district as requested in PZSPU-2016-05 by the German Coast Farmers Market.

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

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

And the resolution was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *[Signature]*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *[Signature]*
RET/SECRETARY: *[Signature]*
AT: *JSDa* RECD BY: *[Signature]*

**2016-0356
RESOLUTION NO. 6250**

A resolution to appoint a member to the Hospital Service District.

WHEREAS, There exists a vacancy on the HOSPITAL SERVICE DISTRICT due to the resignation of Mr. John J. Landry, III on September 14, 2016; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Mr. James "Jake" Lemmon, 403 Wade Street, Luling, LA 70070

is hereby appointed to fill the unexpired term on the HOSPITAL SERVICE DISTRICT and,

BE IT FURTHER RESOLVED, that this appointment shall be effective IMMEDIATELY and terminate MAY 22, 2018.

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

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

And the resolution was declared adopted this 14th day of November, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: *[Signature]*
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: *[Signature]*
RET/SECRETARY: *[Signature]*
AT: *JSDa* RECD BY: *[Signature]*

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

TIFFANY K. CLARK
COUNCIL SECRETARY

Publish November 24, 2016

PUBLIC NOTICE

PLANNING & ZONING COMMISSION
THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON DECEMBER 1, 2016 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE TO HEAR THE FOLLOWING CASES:

PZHO-2016-28 requested by Terrance J. Williams for a home occupation - On The Go Transport, LLC, a limousine service, at 305 Lac Calcaesieu Drive, Luling, Zoning District R-1A. Council District 7.

PZHO-2016-29 requested by Robert A. Farrel for a home occupation - Busy B's - a commercial fisherman - at 325 Evelyn Drive, Luling, Zoning District R-1A. Council District 2.

PZS-2016-50 requested by Ashton Plantation Estates, LLC for preliminary plat approval for Lots 7-47, Ashton Plantation Estates, Phase 2-A. Zoning District R-1A. Council District 7.

PZS-2016-51 requested by Whitnev Properties XIV, LLC for resubdivision of Lot 18-A, Block B, Luling Parkway Subdivision into Lots 18-A1 & 18-A2 with a waiver from the required 6,000 square foot area 306 St. Charles Blvd, Luling, Zoning District R-1A. Council District 2.

PZR-2016-16 requested by Lynette Lane for Shirley Lane, for a change in zoning classification from R-1A to R-1A(M) at Lots 63 & 74 of a Subdivision of Lot 10 Prospect Plantation, 226 Clement Street, New Sarpy, Council District 6.

ALTERNATE DATE: December 8, 2016
PUBLISH 11/17, 11/24, 12/1

PUBLIC NOTICE

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

STATE OF LOUISIANA

NO: P8262 DIVISION "E"

SUCCESSION OF RONALD S. TRIDICO, SR.

FILED: _____ DEPUTY CLERK

NOTICE OF FILING TABLE OF DISTRIBUTION AND FINAL ACCOUNTING

Notice is hereby given to the Creditors of this Estate and to all parties herein interested to show cause why the Tableau of Distribution and Final Accounting presented by

the Provisional Administrator of this Estate should not be approved and homologated and the funds distributed in accordance herewith. The petition can be homologated after the

expiration of seven (7) days from the date of the publication of this notice. Any opposition to the tableau of distribution and final accounting must be filed prior to the homologation.

BY ORDER OF THE COURT:
Stephane Molleux
CLERK OF COURT

504-522-8256
SCSO-CIV-209-0402

Publish November 24, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of Mary Maus Trepagnier, Etienne Trepagnier, Aubrey J. Schmidt, Ethel Schmidt, Vera Alyeen Underwood, Rita Fay Coco Roussel, Sophie Trepagnier, Irma Trepagnier, Inez Trepagnier, May Trepagnier, Irene Trepagnier, Doris Trepagnier, Oscar Trepagnier, Caroline Trepagnier, George J. Trepagnier, or Mark Jerome Trepagnier, if they be alive, and their heirs, legatees, successors or assigns if they be dead, please contact the Law Office of Joseph Rochelle at 110 Avenue of Oaks, Destrehan, LA 70047, or by calling 504-451-4885."

Publish November 17 & 24, 2016

PUBLIC NOTICE



I, Eldridge Bourque, III, have been convicted of Carnal Knowledge of a Juvenile. Date of Conviction: 09/07/2004. My address is 214 Wenger Rd., Des Allemands, La. 70030.

RACE: White
SEX: Male
DOB: 12/29/1982
HGT: 5'6"
WGT: 171
HAIR COLOR: Brown
EYE COLOR: Green

PUBLISH: November 24 & December 1, 2016

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)81487-C
Date: Friday, September 23, 2016
US BANK NATIONAL ASSOCIATION AS TRUSTEE FOR CMALT REMIC SERIES 2007-A3 PASS-THROUGH CERTIFICATES SERIES 2007-A3
VS
CARRIE ANN SINGLETON
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JUNE 7, 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 30, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: A CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in Section 22, T 13 S, R 20 E, in that portion thereof known as Phase 1 of Home Place Plantation Estates, designated as follows:

Lot 32, Square 5, measures 70.00 feet front on Trails Way Drive by a depth between equal and parallel lines of 100.00 feet.

And in, accordance with survey of Lucien C. Gassen, PLS dated April 13, 1994 a print of which is annexed hereto and made a part hereof, said lot is bounded by Trails Way Drive, Pioneer Drive side and Settlers Drive side and commences 570.00 feet from the corner of Settlers Drive side and Trails Way Drive. Which has the address of 323 Trails Way Drive, Hahnville, Louisiana 70057.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED THOUSAND THREE HUNDRED EIGHTEEN AND 18 /100 (\$100,318.18) 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 27, 2016-November 24, 2016

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH 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) 79337-C
Date: Monday, September 26, 2016
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
VS
MARIE ROME, ETAL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: TUESDAY, JANUARY 6, 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, NOVEMBER 30, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN LOT OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, advantages and appurtenances thereunto, belonging or anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, being a portion of LOT NO. 10 of the CHATEAU DE FRANCE TRACT, as per plan of L.J. Fremaux, C.E., dated 2/6/1869, a copy of which is filed in the office of the Clerk of Court of St. Charles Parish, the portion of Lot No. 10 herein conveyed has a width of 60 feet on the north side of Southern Pacific Railroad, by a depth of 150 feet between equal and parallel lines, and is bounded by property of Sidney J. Folse, South by said road East by Lot No. 12 belonging to the Est. of Bertrand Begue, and West by property of Sudney J. Folse. And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: SIXTY-TWO THOUSAND SIX HUNDRED EIGHTY AND 21 /100 (\$62,680.21) 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 27, 2016 November 24, 2016

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: Charles K Watts

8550 United Plaza Blvd, Suite 200 Baton Rouge, LA 70809

225-924-1600

SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45)81973-E
Date: Thursday, September 22, 2016
U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE PRP II PALS INVESTMENTS TRUST VS
SULTANA NADIR EUGENE
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: WEDNESDAY, SEPTEMBER 14, 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 30, 2016, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: All that parcel of land in St. Charles Parish, State of Louisiana, as described in Deed Book 598 Page 103, being known and designated as:

Lot 4, Block 1, Dianne Place, Recorded 11/21/1979.

By/Fe Simple Deed from Desmond Paul Brown and Teresa Lambert Brown Rep by Desmond, married as set forth in Book 598 Page 103 dated 1/29/2002 and recorded 2/6/2002, St. Charles Parish Records, State of Louisiana.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: ONE HUNDRED FIFTY THOUSAND FOUR HUNDRED SEVENTY-ONE AND 61 / 100 (\$150,471.61) 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 27, 2016 November 24, 2016

ATTORNEY FOR