

LEGALS

ST. CHARLES PARISH PUBLIC NOTICES



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



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



Mary K. Cluluee
Councilwoman, District II
985-308-1690
mcluee@stcharlesgov.net



Dick Gibbs
Councilman, District III
985-307-0182
dgibbs@stcharlesgov.net



William "Billy" Woodruff
Councilman, District IV
985-306-0281
bwodruff@stcharlesgov.net



Marilyn B. Bellock
Councilwoman, District V
504-360-2025
mbellock@stcharlesgov.net



Traci A. Fletcher
Councilwoman, District VI
985-307-0120
tfletcher@stcharlesgov.net



Julia Fisher-Perrier
Councilwoman, District VII
985-308-0366
jperrier@stcharlesgov.net



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



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

PUBLIC NOTICE

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, JANUARY 9, 2017, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2016-0432 (12/12/16 Cochran, C. Fauchaux)
An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P160302-1, Road Maintenance 2016, to balance the contract quantities with actual quantities resulting in an increase of \$218,790.12 and a decrease in time of twenty one (21) days.

2016-0433 (12/12/16, Cochran)
An ordinance to approve and authorize the execution of Change Order No. 3 for the West Regional Library Renovation located at 105 Lakewood Drive in Luling, to increase the contract amount by \$4,860.78 and to increase the contract time by eight (8) days.

2015-0370 (12/12/16, Hogan)
An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Chapter 16 Nuisances, Article III. Weeds, Grass, Etc., Section 16-26. Notice to Abate and Section 16-27. Abatement by parish to amend the abatement procedures related to the required notification period.

2016-0434 (12/12/16, Hogan)
An ordinance to amend the Code of Ordinances for St. Charles Parish, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, to revise Section 11-31. Enforcement.

**PUBLISH: December 15, 22, 29, 2016
January 5, 2017**

PUBLIC NOTICE

PUBLIC NOTICE

Mosquito Control 2017 St. Charles Parish

Request for Statements of Qualifications and Cost Proposals

Sealed Proposals will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of 5 Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested or hand delivered, no later than 10:00 a.m. local time on Monday January 23, 2017. Promptly thereafter, the Proposals will be publicly opened and read aloud in the Council Chamber of the St. Charles Parish Court House. Submittals shall be made in accordance with Instructions in the Proposal Package furnished by St. Charles Parish. The Parish reserves the right to reject any or all Proposals, to waive irregularities and/or informalities in any Proposal, and to make an award in any manner, consistent with law, deemed in the best interest of the Parish.

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

A Pre-Proposal Conference to discuss the scope of the work and requirements will be held on **Thursday January 5, 2017 at 10:00 A.M.** at the St. Charles Parish Department of Public Works and Wastewater 100 River Oaks Dr., Destrehan, Louisiana. **Mandatory Attendance** is required by prospective bidders in order to submit a proposal.

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

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

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

St. Charles Parish Council
Larry Cochran, Parish President

Advertisement Source and Dates:

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

December 22, 2016
December 29, 2016
January 5, 2017
January 12, 2017

PUBLIC NOTICE

ADVERTISEMENT FOR BIDS

Sealed bids will be accepted by the St. Charles Parish Sheriff's Office for the following:

CAMaster Cobra CR 408 CNC Router or equivalent

Complete specifications may be obtained at the St. Charles Parish Sheriff's Office, c/o Nicole Henry, Courthouse Building, P.O. Box 426, Hahnville, Louisiana, 70057 (985) 783-6237 ext. 2070) between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays.

All bids must be submitted in sealed envelopes and plainly marked "Sealed bid for a router" and delivered to the above address by 10:00 a.m., Tuesday, January 10, 2017, at which time bids will be publicly opened. Bids received after that time shall be returned unopened.

These bid specifications have been prepared by our office, setting forth those items deemed necessary by our personnel. They are not intended to be restrictive or discriminatory in any manner whatsoever. Please notify us in writing prior to opening bids of any deviation from this policy. The Sheriff reserves the right to reject any and all bids deemed not in the best public interest.

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

/s/ Greg Champagne, Sheriff

PUBLISH: December 22 & 29, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of MARGARET HARRIS DUET, or her heirs or assigns, please contact Attorney Regina E. Cyrus at (985) 764-9911, 13726 River Road, Destrehan, Louisiana 70047. Important property rights involved.

Publish December 22 & 29, 2016

PUBLIC NOTICE

We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of Low and High alcoholic content at retail in the Parish of St. Charles at the following address: THE KICK BACK BAR AND SEA-FOOD, 107 St. Rose Avenue, St. Rose, La. 70087

Member: Brandon Sampson

PUBLISH: December 22 & December 29, 2016

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS



St. Charles Parish
Meeting Minutes
Parish Council

St. Charles Parish
Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish-la.gov

Budget - Final

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

Thursday, October 27, 2016 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Darrin Duha, Executive Director of Community Affairs Dwayne LaGrange, Finance Director Grant Duason, Public Information Officer Tristan Babin, Waterworks Director Robbie Brou, Dr. Brian Broghe, Coroner; Leann Benedict, St. Charles Parish Library Director; Mark Keller, St. Charles Community Health Center Executive Director/CEO; Pamela Pellegrini, The Arc of St. Charles; Ashley Wiggan; The Arc of St. Charles; April Keller, Council on Aging Executive Director; Maria Booker, Council on Aging; Benjamin Bell, Housing Authority Director; Adrienne Bourgeois, Public Information Officer; Leah Williams, The Arc of St. Charles Director of Community Program; Rosalind Webb, The Arc of St. Charles General Office Clerk; Maggie Guidry, The Arc of St. Charles Chief Operating Administrator; Fred Martinez-St. Charles Community Health Center, Retired Major Sam Zinna, President 911 Communications District; Tara Alteman, Assistant Vice-President of Financo St. Charles Parish Hospital; Alden Bishop, Associate Administrator St. Charles Parish Hospital; Mark Echert, Vice-President & Chief Financial Officer Ochsner Medical Center; Keener, Kristy Nichols, System Vice-President Partnerships and Integration for Ochsner Health System; Carly Wolha, GIS Analyst; Larry St. Germain, St. Charles Council on Aging, Inc.

CALL TO ORDER

Meeting called to order by Vice-Chairman Julia Fisher-Perrier at 6:02 pm.

PRAYER / PLEDGE

Silent Prayer
Pledge was led by Vice-Chairman Julia Fisher-Perrier (Councilwoman, District VII).

PRAYER / PLEDGE

Silent Prayer
Pledge was led by Vice-Chairman Julia Fisher-Perrier (Councilwoman, District VII).

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.

Sponsor: Mr. Cochran and Department of Finance

Public Hearing Requirements Satisfied

General Fund:
Legal Services - Reported
GIS - Reported - Council Discussion
Parish President Larry Cochran spoke on the matter.
Ms. Carly Wolha, GIS Department, spoke on the matter.
Coroner - Reported
Enterprise Fund:
Consolidated Waterworks District No. 1 - Reported
Administration - Reported
Billing & Collection - Reported
Meter Readers - Reported
Distribution - Reported
Plant - Reported

Agencies & Boards:

Hospital Service District - Reported - Council Discussion
Ms. Tara Alteman, St. Charles Hospital, spoke on the matter.
St. Charles Hospital Chief Operating Officer Alden Bishop spoke on the matter.
Parish President Larry Cochran spoke on the matter.
St. Charles Hospital System Vice-President & Integration for Ochsner Health System Kristy Nichols spoke on the matter.

Arc of St. Charles - Reported
Parish President Larry Cochran spoke on the matter.

Library - Reported - Council Discussion
St. Charles Parish Library Director Leann Benedict spoke on the matter.

St. Charles Housing Authority - Reported - Council Discussion
St. Charles Community Health Center - Reported
911 Communications District - Reported - Council Discussion
Retired Major Sam Zinna spoke on the matter.

Council on Aging - Reported

Speakers:

Mr. Milton Altemand, Hahnville
A motion was made by Councilmember Cluluee, seconded by Councilmember Wilson, to extend Mr. Altemand's time an additional three minutes. The motion carried 7 yeas, Councilmen Benedetto and Hogan absent. Time Extended.

A motion was made by Councilmember Cluluee, seconded by Councilmember Woodruff, to extend Mr. Altemand's time an additional three minutes. The motion carried 7 yeas, Councilmen Benedetto and Hogan absent. Time Extended.

Public Hearing Requirements Satisfied

AMENDMENT NO. 14 - Special Revenue Funds - Road & Drainage/Paved Streets - Capital Outlay
Councilwoman Fisher-Perrier motioned, seconded by Councilwoman Cluluee, to amend the proposed budget to add \$40,000.00 to Capital Outlay - Improvements other than Buildings - Permanent (2) Paved Turnarounds on Wade Street and Marilyn Drive under account 112-420210. Motion carried 7 yeas, Councilwoman Benedetto and Councilman Hogan absent. PASSED

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.

Sponsor: Mr. Cochran and Department of Finance

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Amendments Recorded

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, ACTING CHAIRMAN FISHER-PERRIER AUTHORIZED THAT THE ORDINANCE, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, 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.

Sponsor: Mr. Cochran and Department of Finance

Published/Scheduled for Public Hearing to the Parish Council on November 1, 2016

ADJOURNMENT

A motion was made by Councilmember Cluluee, seconded by Councilmember Gibbs, to adjourn the meeting at approximately 6:43 pm. The motion carried by the following vote:

Yea: 7 - Wilson, Cluluee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Absent: 2 - Benedetto and Hogan

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark
Council Secretary

PUBLISH: December 22, 2016

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS



St. Charles Parish
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Budget - Final

Council Chairman Wendy Benedetto
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ATTENDANCE

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Absent 2 - Wendy Benedetto, and Paul J. Hogan

Also Present

Parish President Larry Cochran, Executive Secretary Robin Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Darrin Duha, Executive Director of Community Affairs Dwayne LaGrange, Finance Director Grant Duason, Public Information Officer Tristan Babin, Waterworks Director Robbie Brou, Dr. Brian Broghe, Coroner; Leann Benedict, St. Charles Parish Library Director; Mark Keller, St. Charles Community Health Center Executive Director/CEO; Pamela Pellegrini, The Arc of St. Charles; Ashley Wiggan; The Arc of St. Charles; April Keller, Council on Aging Executive Director; Maria Booker, Council on Aging; Benjamin Bell, Housing Authority Director; Adrienne Bourgeois, Public Information Officer; Leah Williams, The Arc of St. Charles Director of Community Program; Rosalind Webb, The Arc of St. Charles General Office Clerk; Maggie Guidry, The Arc of St. Charles Chief Operating Administrator; Fred Martinez-St. Charles Community Health Center, Retired Major Sam Zinna, President 911 Communications District; Tara Alteman, Assistant Vice-President of Financo St. Charles Parish Hospital; Alden Bishop, Associate Administrator St. Charles Parish Hospital; Mark Echert, Vice-President & Chief Financial Officer Ochsner Medical Center; Keener, Kristy Nichols, System Vice-President Partnerships and Integration for Ochsner Health System; Carly Wolha, GIS Analyst; Larry St. Germain, St. Charles Council on Aging, Inc.

CALL TO ORDER

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Arc of St. Charles - Reported
Parish President Larry Cochran spoke on the matter.

Library - Reported - Council Discussion
St. Charles Parish Library Director Leann Benedict spoke on the matter.

St. Charles Housing Authority - Reported - Council Discussion
St. Charles Community Health Center - Reported
911 Communications District - Reported - Council Discussion
Retired Major Sam Zinna spoke on the matter.

Council on Aging - Reported

Speakers:

Mr. Milton Altemand, Hahnville
A motion was made by Councilmember Cluluee, seconded by Councilmember Wilson, to extend Mr. Altemand's time an additional three minutes. The motion carried 7 yeas, Councilmen Benedetto and Hogan absent. Time Extended.

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Public Hearing Requirements Satisfied

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RECAP OF AMENDMENTS

2016-0223

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Sponsor: Mr. Cochran and Department of Finance

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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.

Sponsor: Mr. Cochran and Department of Finance

Published/Scheduled for Public Hearing to the Parish Council on November 1, 2016

ADJOURNMENT

A motion was made by Councilmember Cluluee, seconded by Councilmember Gibbs, to adjourn the meeting at approximately 6:43 pm. The motion carried by the following vote:

Yea: 7 - Wilson, Cluluee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Absent: 2 - Benedetto and Hogan

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark
Council Secretary

PUBLISH: December 22, 2016

ST. CHARLES PARISH OFFICIAL COUNCIL PROCEEDINGS

ORDINANCES AND RESOLUTIONS ADOPTED AT THE MEETING OF NOVEMBER 14, 2016, COURTHOUSE, HAHNVILLE, HAVE BEEN PUBLISHED AS AN OFFICIAL EXTRACT OF THE MINUTES IN A PREVIOUS EDITION OF THE OFFICIAL JOURNAL.



St. Charles Parish Meeting Minutes Parish Council

St. Charles Parish Courthouse 15045 Highway 18 P.O. Box 302 Hahnville, LA 70057 865-783-6000 www.stcharlesparish-la.gov

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

Monday, November 14, 2016 6:00 PM Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Parish President Larry Cochran, Executive Secretary Robb Delahoussaye, Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Davin Duhe, Executive Director of Community Affairs Duwayne LeGrange, Executive Director of Technology and Communications Anthony Ayo, Finance Director Grant Dussan, Public Works/Wastewater Director Clayton Fauschou, Planning & Zoning Director Michael Albert, Public Information Officer Tristan Babin

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Reverend Isaiah Franklin, Jr. Mt. Zion Baptist Church, St. Rose

APPROVAL OF MINUTES

A motion was made by Councilmember Wilson, seconded by Councilmember Fletcher, to approve the minutes from the regular meeting of October 17, 2016 and the special meeting of October 25, 2016. The motion carried by the following vote:

Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2016-0371

In Recognition: Manilyn Mayhall Richoux

Reported: Mr. Cochran
Read

2016-0372

In Recognition: St. Charles Parish Geographical Information System Office (GIS)

Reported: Mr. Cochran
Parish President Larry Cochran spoke on the matter.
Read

2016-0373

In Recognition: St. Charles Parish Public Information Office

Reported: Mr. Cochran
Read

2016-0374

Proclamation: "Norco Christmas Parade Day"

Reported: Ms. Fletcher
Read

2016-0376

Proclamation: "National Alzheimer's Awareness Month"

Reported: Mr. Cochran
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2016-0378

Hospital Service District
Mr. Alden Bishop, Associate Administrator
Council Discussion
Mr. Bishop spoke on the matter
Reported

2016-0379

German Coast Farmers' Market
Ms. Ann Montgomery
Ms. Carmen Johnson
Reported

2016-0380

Parish President Remarks/Report
Reported: Mr. Cochran

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, NOVEMBER 28, 2016, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2016-0381

An ordinance to approve and authorize the Lafourche Basin Levee District to appropriate 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.

Reported: Mr. Cochran and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

2016-0383

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.

Reported: Mr. Cochran and Department of Planning & Zoning
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

2016-0387

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.

Reported: Mr. Cochran and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

2016-0388

An ordinance to approve and authorize the sale of adjudicated properties as an absolute auction and to declare said adjudicated properties as no longer needed for a public purpose.

Reported: Mr. Cochran and Department of Legal Services
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

2016-0389

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. (Archon) to provide marketing services and to conduct multi-property real estate auctions of adjudicated properties.

Reported: Mr. Cochran and Department of Legal Services
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

2016-0390

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.

Reported: Mr. Cochran and Department of Public Works
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

2016-0391

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 \$4,389.61.

Reported: Mr. Cochran
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

2016-0392

An ordinance to approve and authorize the execution of a contract with Seallevel Construction, Inc., for Parish Project No. S141201 Ellington Levee Force Main Relocation with a Base Bid in the amount of \$930,455.00.

Reported: Mr. Cochran and Department of Wastewater
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

2016-0156

An ordinance to approve and authorize the execution of a Contract with Pelican Waste and Debris, LLC for Solid Waste Collection Services.

Reported: Mr. Cochran, Ms. Clutee and Mr. Gibbs
Publish/Scheduled for Public Hearing to the Parish Council on November 28, 2016

PLANNING AND ZONING PETITIONS

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 R7E, 17899 River Road, Montz, from C-1 to R-1A as requested by Kevin & Shannon Temple.

Reported: Mr. Cochran and Department of Planning & Zoning
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval
Spoken: Mr. Kevin Temple, Montz
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Enactment No: 16-11-2

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2016-0368

An ordinance to amend the Code of Ordinances to modify permit fees, Chapter 5 Buildings and Building Regulations, Article II, Building and Related Construction Codes, Section 6-16, Fees. (a) Permit, plan review, and inspection fees by type.

Reported: Mr. Cochran and Department of Planning & Zoning
P & Z Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Enactment No: 16-11-3

Planning & Zoning Director Michael Albert spoke on File No. 2016-0368.

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. 59261.

Reported: Mr. Cochran and Department of Legal Services
Legal Services Department Recommended: Approval
Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Enactment No: 16-11-4

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.

Reported: Mr. Hogan
Councilwoman Fisher-Perrier spoke on the matter.
Councilman Hogan spoke on the matter.
A motion was made by Councilmember Hogan, seconded by Councilmember Bellock, to accept the revised version of File No. 2016-0341. The motion carried by the following vote:
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Amended

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.

Reported: Mr. Hogan
Councilman Hogan Recommended: Approval
Spoken: Ms. Anne Halkesbring, St. Rose
Mr. Stephen Halkesbring, St. Rose
Public Hearing Requirements Satisfied
Council Discussion
Councilwoman Fisher-Perrier stated that File No. 2016-0341 will be discussed at the December 5, 2016 Legislative Committee Meeting.
File No. 2016-0341 will be introduced at the November 28, 2016 regular council meeting, and public hearing will be held at the December 12, 2016 regular council meeting.
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Gibbs, to Postpone Indefinitely File No. 2016-0341. The motion carried by the following vote:
Yes: 7 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Fletcher and Fisher-Perrier
Nay: 2 - Woodruff and Bellock
Postponed indefinitely

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

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 Wanser Street Right-of-way, located near 171 Wanser Street in Paradise, which are obstructing vehicular line of sight causing a hazardous condition.

Reported: Mr. Hogan
A motion was made by Councilmember Hogan, seconded by Councilmember Clutee, to remove from the Table File No. 2014-0374. The motion carried by the following vote:
Yes: 8 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Bellock, Fletcher and Fisher-Perrier
Nay: 1 - Woodruff
Removed from the Table

Reported:

Councilman Hogan Recommended: Approval
Parish President Larry Cochran spoke on the matter.
Public comment opened; no public comment
Council Discussion
Mr. Cochran spoke on the matter.
Proposed ordinance failed for lack of a majority by the following vote:
Yes: 1 - Hogan
Nay: 8 - Benedetto, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Failed

RESOLUTIONS

2016-0377

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, 195, 202, 220 JB Green Rd and 18571 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.

Reported: Mr. Cochran and Department of Planning & Zoning
P & Z Department Recommended: Approval w/ stipulation Approval 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.
Planning Commission Recommended: Approval w/ stipulation Approval 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.
Public comment opened
Mr. Lloyd J. Frickey, One Allamouss
Council Discussion
Mr. Frickey spoke on the matter.
VOTE ON THE PROPOSED RESOLUTION
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Enactment No: 6247

2016-0382

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.

Reported: Mr. Wilson
Amendment: to amend the proposed resolution by removing the word "WHEREAS" in its entirety
A motion was made by Councilmember Wilson, seconded by Councilmember Fisher-Perrier, to Amend File No. 2016-0382. The motion carried by the following vote:
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

Amended

2016-0382

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.

Reported: Mr. Wilson
Councilman Wilson Recommended: Approval
Public comment opened; no public comment
Council Discussion

Amendment: to amend the proposed resolution in the "BE IT FURTHER RESOLVED" Section by adding "Department of Transportation and Development Secretary Dr. Shawn Wilson and Department of Transportation and Development District Engineer Administrator Chris Morvant"

A motion was made by Councilmember Hogan, seconded by Councilmember Wilson, to Amend File No. 2016-0382. The motion carried by the following vote:
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

2016-0382

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.

Reported: Mr. Wilson
VOTE ON THE PROPOSED RESOLUTION AS AMENDED
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Enactment No: 6246

2016-0376

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.

Reported: Mr. Cochran and Department of Planning & Zoning
P & Z Department Recommended: Approval w/ stipulation Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.
Planning Commission Recommended: Approval w/ stipulation Approval with the stipulation that the market layout may change from time to time due to the number of vendors and booths participating. Changes to the market layout that will change the orientation of vendors or parking access must be approved by the Planning and Zoning Director.
Public comment opened
Ms. Ann Montgomery, Desirahan
Ms. Carmen Johnson, Desirahan
VOTE ON THE PROPOSED RESOLUTION
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Enactment No: 6249

2016-0360

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.

Reported: Mr. Hogan
Councilman Hogan Recommended: Approval
Public comment opened; no public comment
Proposed resolution failed for lack of a majority by the following vote:
Yes: 2 - Hogan and Bellock
Nay: 7 - Benedetto, Wilson, Clutee, Gibbs, Woodruff, Fletcher and Fisher-Perrier
Failed

2016-0386

A resolution to recommend to Louisiana Supreme Court Justice John L. Walmer, Mr. Herbert Charles Bellock, Jr. to fill the vacancy in the Office of Justice of the Peace, District 5 due to the resignation of Ms. Tika L. Riley.

Reported: Ms. Benedetto
Councilwoman Benedetto Recommended: Approval
Public comment opened; no public comment
A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Gibbs, to Postpone Indefinitely File No. 2016-0386. The motion carried by the following vote:
Yes: 8 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Fletcher and Fisher-Perrier
Nay: 0
Abstain: 1 - Bellock
Postponed Indefinitely
Councilman Hogan requested Point of Order stating that Councilwoman Bellock should explain her reasons for abstaining on File No. 2016-0386.
Councilwoman Bellock explained her reason for abstaining on File No. 2016-0386.

APPOINTMENTS

2016-0358

A resolution to appoint Mr. James "Jake" Lemmon to the Hospital Services District.
VOTE ON THE APPOINTMENT OF MR. JAMES "JAKE" LEMMON

Yes: 8 - Benedetto, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 1 - Hogan
Enactment No: 6250

2016-0363

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

A motion was made by Councilmember Wilson, seconded by Councilmember Hogan, to Defer File No. 2016-0363. The motion carried by the following vote:
Yes: 0 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Deferred

2016-0364

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

Nominee: Councilman Gibbs nominated Mr. Webb Jay
Nomination(s) Accepted

A motion was made by Councilmember Fletcher, seconded by Councilmember Wilson, to Close Nomination(s) for File No. 2016-0364. The motion carried by the following vote:
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Nomination(s) Closed

2016-0365

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

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Fletcher, to Defer File No. 2016-0365. The motion carried by the following vote:
Yes: 0 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Deferred

2016-0384

Accept resignation of Ms. Dolores Pierre - Planning & Zoning Commission District I Representative

Resignation Accepted by the following vote:
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Resignation Accepted

ADJOURNMENT

A motion was made by Councilmember Wilson, seconded by Councilmember Hogan, to adjourn the meeting at approximately 7:45 pm. The motion carried by the following vote:
Yes: 9 - Benedetto, Hogan, Wilson, Clutee, Gibbs, Woodruff, Bellock, Fletcher and Fisher-Perrier
Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Tiffany K. Clark
Council Secretary

PUBLISH: December 22, 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, DECEMBER 12, 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.

2015-0341 INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B ORDINANCE NO. 16-12-1

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.

SECTION I. That the Code of Ordinances, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-29. Exceptions to prohibition against outdoor burning. (b) is hereby amended as follows:

AS WRITTEN: (b) Campfires and fires used solely for recreational purposes or for ceremonial occasions.

AS REVISED: (b) Fires used solely for recreational, traditional, ritualistic, formal, or special event purposes provided:

- (1) Bonfires are allowed on private property with the owner's permission and provided it is not less than one hundred fifty (150) feet from any structure on adjacent properties unless written permission from adjacent property owners located within this distance is provided authorizing a lesser distance. There shall be no setback restriction to structures located on the property upon which the fire is located.
(2) Bonfires shall not be located less than fifty (50) feet from any adjacent property line of property having a structure(s) unless written permission is provided by all adjacent property owners whose property line is within this distance.
(3) The bonfire burning is controlled such that a traffic hazard is not created.
(4) The prevailing wind at the time of burning is such that smoke will not be carried in such a manner that it will affect the peaceful use and enjoyment of nearby properties and buildings.
(5) The bonfire shall in no way endanger the property of another.
(6) Fuel for bonfires shall not be in excess of ten (10) feet in height and have a base measured across in any direction in excess of fifteen (15) feet unless written permission is granted otherwise by all adjacent property owners.
(7) The bonfire is constantly attended by at least one (1) person at least twenty-one (21) years of age until the fire is completely extinguished and no embers remain. The bonfire shall be completely extinguished within 24 hours after being lit.
(8) The use of hydrocarbon fuels, other than diesel to assist in igniting the fire, is strictly prohibited.
(9) The Sheriff's Office shall be responsible for ensuring compliance with the provisions of this section.
(10) That this section shall not apply to campfires or other fires less than five (5) feet in height used solely for recreational, traditional, ritualistic, formal, or special event purposes or small fires, contained in barbecue pits, self-contained metal items, ceramic fire pits such as chimneys and/or chimineas, or other containment items or structures which contain the small fires, except that the fuel area of small uncontained fires and fire used in association with the disposal of branches and limbs as part of residential property maintenance must be less than five (5) feet in height and shall not have a base measured across in any direction in excess of seven (7) feet nor shall small uncontained fires be located less than twenty-five (25) feet from any adjacent property line of property having a structure(s) unless written permission is granted otherwise by the affected property.

SECTION II. That the Code of Ordinances, Chapter 11 Health & Sanitation, Article III. Open Outdoor Burning, Section 11-30. Violations and penalties. (b) is hereby amended as follows:

AS WRITTEN: (b) Any person who violates any provision of this article is guilty of a misdemeanor and shall be punishable by a fine of not less than twenty-five dollars (\$25.00) nor more than five hundred dollars (\$500.00).

AS REVISED: (b) Any person who violates any provision of this article is guilty of a misdemeanor and shall be punishable by a fine of not less than one-hundred dollars (\$100.00) nor more than five hundred dollars (\$500.00).

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

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

And the ordinance was declared adopted this 12th day of December, 2016. The provisions of this Ordinance shall become effective December 23, 2016.

CHAIRMAN: W. Benedetto
SECRETARY: J. Hogan
DLVD/PARISH PRESIDENT: J. Hogan
APPROVED: J. Hogan
DISAPPROVED:
PARISH PRESIDENT: J. Hogan
RETD/SECRETARY: J. Hogan
AT: 3:54p RECD BY: J. Hogan

2016-0400 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF FINANCE) ORDINANCE NO. 16-12-2

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2017 through 2019 in accordance with the Parish Transportation Act.

WHEREAS, in accordance with the provisions of Louisiana Revised Statutes 48:751-760, the Parish Transportation Act, and the St. Charles Parish Home Rule Charter, the Parish President has submitted the Road and Bridges Capital Program Budget for fiscal year 2017 through 2019 to the St. Charles Parish Council; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Road and Bridges Capital Program Budget for fiscal year 2017 through 2019 identified as "Exhibit A" is hereby approved and accepted.

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

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

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: W. Benedetto
SECRETARY: J. Hogan
DLVD/PARISH PRESIDENT: J. Hogan
APPROVED: J. Hogan
DISAPPROVED:
PARISH PRESIDENT: J. Hogan
RETD/SECRETARY: J. Hogan
AT: 3:54p RECD BY: J. Hogan

Table with columns: Project, Funding Source, 2017, 2018, 2019, Total. Rows include Priority 15, Priority 14, Priority 13, Priority 12, Priority 14, Priority 13, Priority 13, Total Capital Budget.

2016-0402 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT ST. CHARLES PARISH COUNCIL

ORDINANCE NO. 16-12-3

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the St. Charles Community C.A.R.E. Center Foundation, Inc. for the provision of services.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivision or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and,

WHEREAS, Article VII, Section 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the needy; and,

WHEREAS, practical considerations necessitate that offices work together in order to effectuate efficient planning and coordination efforts and services in support of the mission and function of the St. Charles Parish Children and Youth Planning Board as set forth in Louisiana Revised Statute 46:1941.2; and,

WHEREAS, the Parish and CARE wish to assist by providing the above mentioned services assisting CARE; and,

WHEREAS, the Parish has agreed to assist CARE with funds; and,

WHEREAS, The St. Charles Parish Council has provided funds for use in regard to implementation of this Cooperative Endeavor Agreement as specifically set forth in Ordinance No. 15-2-3, with File No. 2015-0027 which is attached hereto as Exhibit "B"; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That the Cooperative Endeavor Agreement with the St. Charles Community C.A.R.E. Center Foundation, Inc. for the provision of services, be hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: W. Benedetto
SECRETARY: J. Hogan
DLVD/PARISH PRESIDENT: J. Hogan
APPROVED: J. Hogan
DISAPPROVED:
PARISH PRESIDENT: J. Hogan
RETD/SECRETARY: J. Hogan
AT: 3:54p RECD BY: J. Hogan

COOPERATIVE ENDEAVOR AGREEMENT BETWEEN ST. CHARLES PARISH AND ST. CHARLES COMMUNITY C.A.R.E. CENTER FOUNDATION, INC.

This agreement is made and entered into on this ___ day of ___, 2016, by and between St. Charles Parish, hereinafter ("Parish"), represented by Larry Cochran, Parish President, and St. Charles Community C.A.R.E. Center Foundation, Inc. hereinafter ("CARE"), represented by its President, Mary Lou Sumrall.

WHEREAS, Article VII, Section 14 (C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivision or political corporations may engage in cooperative endeavors with each other or with any other private association, corporation or individuals; and

WHEREAS, Article VII, Section 14(B) of the Louisiana Constitution of 1974 provides that public funds may be used for programs of social welfare for the aid and support of the needy; and

WHEREAS, practical considerations necessitate that offices work together in order to effectuate efficient planning and coordination efforts and services in support of the mission and function of the St. Charles Parish Children and Youth Planning Board as set forth in Louisiana Revised Statute 46:1941.2 which said services may include the following: to participate in the implementation and coordination following formulation of and to prepare a comprehensive implementation plan for services and programs for children and youth in St. Charles Parish; to assist in the development, implementation, and operation of services which encourage positive development, diversion of children and youth from the criminal justice and foster care system, reduction in the commitments of youth to state institutions, and providing community response to the growing rate of juvenile delinquency; to coordinate and implement programs such as prevention, early intervention, diversion, alternatives to incarceration, treatment services, the assessment, alignment, coordination, prioritization, and measurement of all available services and programs that address the needs of children and youth including those at risk for, or identified with: social, emotional, or developmental problems, including, but not limited to educational failure, abuse, neglect, exposure to violence, juvenile or parental mental illness, juvenile or parental substance abuse, poverty, developmental disabilities and delinquency; to encourage collaborative efforts among local stakeholders for assessing the physical, social, behavioral, and educational needs of children and youth in their respective communities and for assisting in the development of comprehensive plans to address such needs; and to implement and administer the St. Charles Parish Co-Parenting Program, after it is established;

WHEREAS, the Parish and CARE wish to assist by providing the above mentioned services assisting CARE; and

WHEREAS, the Parish has agreed to assist CARE with funding; and

WHEREAS, the St. Charles Parish Children and Youth Planning Board both supports this Cooperative Endeavor Agreement and will monitor, as set forth more fully in the Resolution that it duly passed as its Board of Directors meeting on July 22, 2015, which is attached hereto as Exhibit "A"; and

WHEREAS, THE St. Charles Parish Council has provided funds for use in regard to implementation of this Cooperative Endeavor Agreement as specifically set forth in Ordinance No. 15-2-3, with File No. 2015-0027 which is attached hereto as Exhibit "B"; and

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

NOW, THEREFORE, the Parish and CARE hereby agree as follows:

SECTION 1-SERVICES

CARE will provide the above referenced services and the Parish will provide Fifteen Thousand dollars (\$15,000.00) to CARE towards the costs of the C.A.R.E. Center, whereby the Payments shall be made in three equal payments in the amount of Five Thousand Dollars and No/Cents (\$5,000.00) beginning on the 1st day of January 2016 and then on May 1, 2017 and October 1, 2017.)

SECTION 2-DURATION

This agreement is for a period of twelve (12) months, commencing on January 1, 2017 and ending December 31, 2017, but may be renewed by the Parish President for two additional one year periods based upon written mutual consent of the parties and the allocation of funding by the St. Charles Parish Council.

SECTION 3-COMMUNITY

The residents of St. Charles Parish will enjoy substantial community benefits as a result of participation in this agreement as practical considerations necessitate that the Parish and CARE WORK together in order to effectuate an effective and efficient Children and Youth Planning Board and Co-Parenting Board and a coordinated and comprehensive array of social and behavioral health services and supports.

SECTION 4-INDEPENDENT CONTRACTOR

CARE hereby agrees and accepts that it shall be acting as an independent contractor. It is understood and agreed by the parties that CARE is entering into this Agreement in the capacity of an independent contractor and that nothing contained in this Agreement is intended to be construed as creating any other relationship between Parish and CARE.

The parties hereto acknowledge and agree that Parish shall not:

- a. Withhold federal or state income taxes;
b. Withhold federal social security tax (FICA);
c. Pay federal or state unemployment taxes for the account of CARE; or
d. Pay workman's compensation insurance premiums for coverage for CARE;

CARE agrees to be responsible for and to pay all applicable federal and state income taxes, federal social security tax (or self-employment tax in lieu thereof) and any other applicable federal or state unemployment taxes. CARE agrees to indemnify and hold Parish harmless from any and all federal and/or state income tax liability, including taxes, interest and penalties, resulting from Parish's treatment of CARE as an independent contractor.

CARE further agrees to reimburse Parish for any and all costs it incurs, including, but not limited to, accounting fees and legal fees, in defending itself against any such liability.

SECTION 5-INDEMNIFICATION

The Parish, its agents and employees shall not be liable for any loss, damage, injuries, or other casualty or claim of any kind whatsoever or caused by whomsoever, to the person or property (including the C.A.R.E. Center) arising out of or resulting from the operation of the C.A.R.E. Center, whether due in whole or in part to negligent acts or omissions of the Parish, its agents or employees, and CARE hereby agrees to indemnify and hold the Parish, its agents and employees harmless from and against all claims, demands,

liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the Parish in connection therewith) for any such loss, damage, injury or other casualty. CARE also agrees to pay all reasonable expenses and attorneys' fees incurred by the Parish in connection with the provisions of this SECTION.

SECTION 6-REPORTS

Quarterly narrative reports shall be furnished to the Parish's Chief Administrative Officer, Director of Finance and the Parish President.

SECTION 7-COST AND COLLECTION RECORDS

The Parish shall be entitled to audit the books, documents, papers and records of the Board of Directors of CARE pertaining to funding, expenses and financial documents. CARE shall maintain all books, documents, papers, accounting records and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the agreement period and for three years from the date of final payment under this Agreement, for inspection by the Parish, and copies thereof shall be furnished if requested. This shall not include any documentation which is privileged or confidential by law, regulations, or any other authority.

SECTION 8-NOTICE

All notices and correspondence required shall be addressed as follows:

ST. CHARLES PARISH: Larry Cochran Parish President, St. Charles Parish Government St. Charles Parish Courthouse 15045 River Road Hahnville, LA 70057

ST. CHARLES COMMUNITY C.A.R.E. CENTER: Ms. Mary Lou Sumrall Chairperson, 104 Cottage Drive Luling, LA 70070

SECTION 9-TERMINATION

This Agreement may be terminated by either party by giving the other party sixty (60) days written notice of such intention.

SECTION 10-ASSIGNMENT

This Agreement shall be binding upon the successors and assigns for the parties hereto.

SECTION 11-JURISDICTION

The C.A.R.E. Center does, by signing this Agreement, yield to the jurisdiction of the 29th Judicial District Court, Parish of St. Charles and formally waives any pleas of lack of jurisdiction, in the event of a suit under this Agreement.

SECTION 12-SEVERABILITY

If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provision will be deemed amended in a manner which renders it valid, or if it cannot be amended it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provisions of this Agreement.

SECTION 13-ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parish and CARE, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written consent signed by both the Parish and CARE.

PARISH OF ST. CHARLES
By: Larry Cochran, Parish President Date: 12/13/16

ST. CHARLES COMMUNITY C.A.R.E. CENTER FOUNDATION, INC.
By: Mary Lou Sumrall Date:
Exhibit "A"

ST. CHARLES CHILDREN AND YOUTH PLANNING BOARD RESOLUTION

On the 22 day of July, 2015, at a meeting of the St. Charles Parish Children and Youth Planning Board with a requisite quorum present, the Board passed the following Resolution by a majority of the voting members present:

Whereas, the St. Charles Parish Children and Youth Planning Board has engaged in a comprehensive planning process to develop enhanced human and behavioral health services for the citizens of St. Charles Parish, including the establishment of a community care center;

And Whereas, citizens of St. Charles Parish have formed a non-profit corporation in Louisiana, namely the St. Charles Parish Community C.A.R.E. Center Foundation, Inc., which was duly and properly incorporated, to effectuate, implement and carry out this purpose of developing enhanced human and behavioral health services for the citizens of St. Charles Parish; therefore

BE IT RESOLVED THAT:

The St. Charles Parish Children and Youth Planning Board fully supports the allocation and disbursement of funds in the amount of Thirty Thousand Dollars And No Cents (\$30,000.00) in this fiscal year (2015-2016) to the St. Charles Parish Community C.A.R.E. Center Foundation, Inc. pursuant to a Cooperative Endeavor Agreement, that is accepted and approved by the St. Charles Parish Council, which shall be monitored during its implementation by St. Charles Parish Children and Youth Planning Board.

By the Secretary: Tiffany K. Clark

2015-0027 INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF FINANCE) ORDINANCE NO. 15-2-3

An ordinance to amend the 2015 Consolidated Operating and Capital Budget to add revenues and associated expenses for Fund 001 - General Fund - District Court - Division D (001-402027) to the amount of \$50,000 to account code 790 - Grants - to fund payment for behavioral health planning and other social services to be rendered through the establishment of a Cooperative Endeavor Agreement between St. Charles Parish Government and the St. Charles Community C.A.R.E. Center, Inc. in a public-private partnership, as well as to allow Grant Revenue and Associated Expenses not spent in 2014 for Fund 001-400511 Coastal Zone Management in the amount of \$3,743,449 for the East LaBranche Shoreline Protection Project.

WHEREAS, the 2015 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 28, 2014 by Ordinance No. 14-10-20; and,

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2015 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 38:501 et seq.), the St. Charles Parish Council does hereby amend the 2015 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

YEAS: SCHEKAVADZE, LEWIS, WILSON, WOODRUFF, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 2nd day of February, 2015, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: W. Benedetto
SECRETARY: J. Hogan
DLVD/PARISH PRESIDENT: J. Hogan
APPROVED: J. Hogan
DISAPPROVED:
PARISH PRESIDENT: J. Hogan
RETD/SECRETARY: J. Hogan
AT: 3:54p RECD BY: J. Hogan

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

Account	Actual	Original Budget	Revised Budget	Actual	Actual %
REVENUES					
Taxes	1,234,567	1,200,000	1,250,000	1,234,567	100.00%
Fees	567,890	550,000	570,000	567,890	103.25%
Grants	345,678	350,000	340,000	345,678	98.76%
Interest	123,456	120,000	125,000	123,456	102.88%
Miscellaneous	78,901	80,000	75,000	78,901	98.63%
TOTAL REVENUES	2,350,492	2,300,000	2,360,000	2,350,492	102.20%
EXPENDITURES					
Personnel	1,200,000	1,180,000	1,220,000	1,200,000	101.61%
Materials & Supplies	450,000	450,000	450,000	450,000	100.00%
Travel	100,000	100,000	100,000	100,000	100.00%
Utilities	200,000	200,000	200,000	200,000	100.00%
Capital Outlay	300,000	300,000	300,000	300,000	100.00%
Debt Service	150,000	150,000	150,000	150,000	100.00%
Miscellaneous	100,000	100,000	100,000	100,000	100.00%
TOTAL EXPENDITURES	2,300,000	2,300,000	2,360,000	2,300,000	97.46%
RESERVE FUNDS					
General	100,000	100,000	100,000	100,000	100.00%
Capital	200,000	200,000	200,000	200,000	100.00%
Debt	100,000	100,000	100,000	100,000	100.00%
TOTAL RESERVE FUNDS	400,000	400,000	400,000	400,000	100.00%
NET CHANGE IN CURRENT ASSETS & LIABILITIES	450,492	0	0	450,492	
ENDING FUND BALANCE	1,900,000	1,900,000	1,900,000	1,900,492	100.03%

Commission may appoint such employees as it may deem necessary for its work, whose appointment, promotion, demotion and removal shall be subject to the same general provisions as govern other corresponding civil employees of the parishes and municipality cooperating to engage in regional planning. The Commission may also contract with planning experts, engineers, architects and other consultants for such services as it may require. The expenditures of a Commission, exclusive of those made from funds received by gift, grants of federal, state and other such agencies, shall be within the amounts appropriated for the purpose by the cooperating local legislative bodies, which shall provide the funds, equipment, and accommodations necessary for the Commission's work.

SECTION V.
 Upon the preparation of the regional development plan, or of any phase or functional part thereof, or upon the preparation of an amendment or revision of the plan or any part thereof, or upon the preparation of any extension or addition to the plan, the Regional Planning Commission shall file such a plan, part of a plan, amendment, revision, extension or addition in the office of the state director of Public Works, and shall transmit copies of the same to the chief administrative officers, the legislative bodies and to the planning agencies of the parishes, municipalities or other local governments within its area, as well as to regional planning commissions established for adjoining areas. The Regional Planning Commission shall make copies of the regional development plan or part of a plan available for general distribution or sale.

SECTION VI.
 A. The Regional Planning Commission shall not be authorized to exercise the functions of any municipal planning commission or parish planning commission, where such are established within a regional planning area, except as hereinafter provided.
 B. In any municipality or parish located in the regional planning area as hereinabove defined, the legislative body of the municipality or parish may designate the Regional Planning Commission as the municipal planning commission, or the parish planning commission, provided all requirements, if any, of the local home rule charters are met. Upon such designation the Regional Planning Commission shall have all the powers and functions relating to making, adopting, amending, and adding to the master plan of the municipality or parish or part thereof, or relating to the planning of the municipality or parish as provided or granted by Louisiana Revised Statutes 33§101 through §119 inclusive or by other laws to the planning commission of the municipality or parish; and the master plan, its parts, amendments, and additions made and adopted by the designated commission for the municipality or parish shall have the same force and effect in the municipality or parish as though made and adopted by a municipal planning commission appointed by the municipality or a parish planning commission appointed by the parish. In acting as the planning commission of the municipality or the parish, the designated Regional Planning Commission shall follow the procedure specified by the provisions of Louisiana Revised Statutes 33§101 through §119 inclusive, and other laws relating to municipal or parish planning commissions. Any municipality or parish so designating a regional planning commission as its planning commission shall pay to the designated commission that portion of the expenses of the designated commission which is properly chargeable to the planning service rendered to the municipality or parish plan.

C. In cases where a municipality or a parish has a municipal or a parish planning commission functioning within a regional planning area, then the Regional Planning Commission shall recommend measures for the coordination of all plans, and if appropriate, recommend plans for adoption by the said municipal or parish planning commission.

SECTION VII.
 To facilitate effective and harmonious planning of the region or metropolitan area, all parish and municipal legislative bodies, and all parish, municipal or other local planning agencies shall file with the Regional Planning Commission, for its information, all parish or municipal plans, zoning ordinances, official maps, building codes, subdivision regulations, or amendments or revisions or any of them, as well as copies of their regular and special reports dealing in whole or in part with planning matters.
 Parish or municipal legislative bodies, or parish, municipal or other local planning agencies may also submit proposals for such plans, ordinances, maps, codes, regulations, amendments, or revisions, prior to their adoption. In order to afford an opportunity to the Regional Planning Commission or its staff to study such proposals and to render advice thereon.

SECTION VIII.
 The Regional Planning Commission may request and accept grants of funds or services from the federal government or any of its agencies, from the state government or any of its agencies, or from parish, municipal or other local governments within their planning area, or from private sources. The parishes and municipalities are hereby authorized to appropriate funds for the purposes of the Regional Planning Commission established for all or parts of their area. The books and accounts of the Regional Planning Commission shall be public records open for public inspection, and shall show the amounts and sources of all receipts and the amounts of all disbursements.

SECTION IX.
 Members of the Commission, when duly authorized by the Commission, may attend planning conferences or meetings or planning institutes or hearings upon pending planning legislation, and the Commission may, by resolution, pay the reasonable traveling expenses incident to such attendance. When so directed and authorized by the Regional Planning Commission, members thereof who hold no other elected or appointed office may be paid a per diem of fifty dollars each for attendance at regular or specially called meetings of the full Commission or the executive committee thereof in no event to exceed two such meetings per month, i.e. in no event is payment of a total per diem per such member to exceed one hundred dollars per month, payable out of the funds of the Regional Planning Commission.
 All public officials shall, upon request, furnish to the Commission, within a reasonable time, such available information as it may require for its work. The Commission, its members, officers, and employees, in the performance of their functions, may enter upon any land and make examinations and surveys and place and maintain necessary monuments and marks thereon. In general, the Commission shall have such powers as may be necessary to enable it to fulfill its functions, promote planning, and in all respects carry out the purposes of this ordinance.

SECTION X.
 The boundaries of the regional planning area hereby established are to be comprised of the total area of Jefferson Parish, Orleans Parish, Plaquemines Parish, St. Bernard Parish, St. Charles Parish, St. John the Baptist Parish, St. Tammany Parish, and Tangipahoa Parish.

SEVERABILITY.
 If any provision of this ordinance shall be held to be invalid, such invalidity shall not affect other provisions herein which can be given effect without the invalid provision and to the end the provisions of this Ordinance are hereby declared to be severable.
 That the Parish President is hereby authorized to execute said agreement on behalf of St. Charles Parish.
 The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

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

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wesley Benedetto*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: *[Signature]*
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: *[Signature]*
 AT: *[Signature]* RECD BY: *[Signature]*

2016-0407
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)
ORDINANCE NO. 16-12-5

An ordinance to approve and authorize the execution of a Construction Contract with Frickey Brothers Construction, LLC, for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II in the amount of \$647,070.95.

WHEREAS, sealed bids were received by St. Charles Parish on October 20, 2016 for the Federal Project No. 22-00929, Rathborne Park Development, Phase II project; and
WHEREAS, Civil & Environmental Consulting Engineers, Danny Hebert, P.E., L.L.C., the Engineer for the project, has reviewed the bids and recommended that the Contract be awarded to the lowest responsive bidder, Frickey Brothers Construction, L.L.C., in the amount of \$647,070.95; and
WHEREAS, Resolution No. 5944 on November 5, 2012, approved an Agreement with the State of Louisiana Department of Culture, Recreation and Tourism, Office of State Parks, Division of Outdoor Recreation under the Land and Water Conservation Fund for Federal funding in the amount of \$200,000.00 for said project.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I. That the bid of Frickey Brothers Construction, L.L.C., for the construction of Federal Project No. 22-00929, Rathborne Park Development, Phase II, be hereby approved and accepted in the amount of \$647,070.95.
SECTION II. That the Parish President is hereby authorized to execute said contract documents on behalf of St. Charles Parish.

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

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wesley Benedetto*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: *[Signature]*
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: *[Signature]*
 AT: *[Signature]* RECD BY: *[Signature]*

SECTION 00500
CONTRACT

This agreement entered into this day of _____, 20____, by Frickey Brothers Construction, Inc., hereinafter called the "Contractor", whose business address is 101 Louisiana St. Paradis, LA 70088, and the St. Charles Parish, hereinafter called the "Owner".

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

ARTICLE I
STATEMENT OF WORK

1.01 Contractor shall furnish all labor and materials and perform all of the work required to build, construct and complete in a thorough and workmanlike manner;
 1.02 The above mentioned work shall be completed in strict accordance with Contract Documents prepared by: Civil & Environmental Consulting Engineers.
 1.03 It is recognized by the parties herein that said Contract Documents including by way of example and not of limitation, the Drawings and Specifications dated September 14, 2016, Addenda number(s) 1, the Instruction to Bidders, Supplemental Instructions to Bidders, Louisiana Uniform Public Works Bid Form, General Conditions, Supplementary Conditions (if applicable), any Addenda thereto, impose duties and obligations upon the parties herein, and said parties hereby agree that they shall be bound by said duties and obligations. For these purposes, all of the provisions contained in the aforementioned

Contract Documents are incorporated herein by reference with the same force and effect as though said Contract Documents were herein set out in full.

1.04 The Work is generally described as follows: Includes but is not limited to the following: Baseball field • Bleachers • Lighting for the baseball fields, basketball court, and parking lot • Basketball court with benches, • Pavilion • Picnic tables • Bike racks • Fitness stations • Batting cage.

ARTICLE 2
ENGINEER

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

ARTICLE 3
CONTRACT TIME

3.01 The Contractor shall complete all of the Work under the Contract within 120 calendar days from the date stated in the Notice to Proceed.

ARTICLE 4
LIQUIDATED DAMAGES

4.01 Owner and Contractor recognize that the Owner will suffer direct financial loss if Work is not completed within the Contract Time specified plus any extensions thereof allowed in accordance with these General Conditions of this Contract, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor and Surety agree to forfeit and pay Owner Five Hundred dollars \$500.00 per day as Liquidated Damages for delay (but not as a penalty). Such Liquidated Damages will be assessed for each calendar day that expires after the Contract Time. This amount represents a reasonable estimate of Owner's expenses for extended delays and the costs associated therein. This provision shall be effective between the parties in fact and without demand or putting in default, it being specifically agreed that the Contractor by his mere failure to complete the work on or before the date specified shall be deemed in default.

ARTICLE 5
CONTRACT PRICE

5.01 The Owner will pay and the Contractor will accept in full consideration for the performance of the Contract the sum of:

a) (\$647,070.95) Six hundred forty seven thousand seventy and 95/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written Change Order agreed to and signed by both parties and the Engineer and approved by the St. Charles Parish Council.

ARTICLE 6
PAYMENT PROCEDURES

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

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

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

6.04 Retainage. Per Paragraph 15.01.D retainage shall be withheld and payments will be made by the Owner in the payment amount of:

a) Ninety percent (90%) of the approved payment applications for projects with contract of less than \$500,000.00; or
 b) Ninety-five percent (95%) of the approved payment applications for projects with contract price of \$500,000.01 or greater.

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

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

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

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

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

ARTICLE 7
CONTRACTOR'S REPRESENTATIONS

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

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

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

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

ARTICLE 8
CONTRACT DOCUMENTS

8.01 The following Contract Documents, which comprise the entire Agreement between Owner and Contractor, are all hereby made a part of that Agreement to the same extent as if incorporated herein in full:

a) Contract (Section 00500)
 b) Performance Bond (Section 00611)
 c) Payment Bond (Section 00610)
 d) Insurance Certificates
 e) Advertisement for Bids (Section 00010)
 f) Louisiana Uniform Public Works Bid Form (Section 00300)
 g) Addenda (Numbers 1 to 1 inclusive)
 h) Contract documents bearing the general title "Rathborne Park Development, Phase II" dated September 14, 2016.
 i) Drawings, consisting of a cover sheet dated September 14, 2016 and the sheets listed on Drawing _____; each sheet bearing the following general title: Rathborne Park Development, Phase II.
 j) General Conditions (Section 00700)
 k) Supplementary Conditions (if applicable for compliance purposes) (Section 00800)

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

ARTICLE 9
MISCELLANEOUS

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

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

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

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

OWNER: Parish of St. Charles CONTRACTOR: Frickey Brothers Construction, Inc.
 By: _____ By: *[Signature]*
 Title: _____ Title: *[Signature]*

2016-0403
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. 16-12-4

An ordinance approving the re-establishment of a Regional Planning Commission to include the Parishes of St. Charles and St. John the Baptist jointly with the Parishes of Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany, and Tangipahoa.

WHEREAS, the Regional Planning Commission for Jefferson, Orleans, Plaquemines, St. Bernard, St. Tammany and Tangipahoa Parishes, is comprised of a board of local elected officials and citizen members, appointed to represent constituents on regional issues; and
WHEREAS, this board is supported by a professional staff with broad experience, doctorates or masters degrees, in a variety of areas including urban and regional planning, community development, economics, engineering, government, history, law, landscape architecture, political science, sustainable development, transportation, geography and other disciplines; and
WHEREAS, full membership with the Regional Planning Commission is in the best interest of the citizens of St. Charles, increasing opportunities for federal and state funding sources and making available to Parish staff increased levels of expertise; and
WHEREAS, it is the desire of the Parish Council to approved the re-establishment of a Regional Planning Commission.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:
SECTION I.
Regional Planning Area
 The regional planning area hereby established shall be comprised of the total area of Jefferson Parish, Orleans Parish, Plaquemines Parish, St. Bernard Parish, St. Charles Parish, St. John the Baptist Parish, St. Tammany Parish and Tangipahoa Parish.

There is hereby established a Regional Planning Commission in accordance with the provisions of Act 239 of the Louisiana Legislature of 1956, as now amended by Acts No. 114 of the Louisiana Legislature of 1966, Nos. 267 §1 and 288 §2 of the Louisiana Legislature of 1968, No. 329 §1 of the Louisiana Legislature of 1970, No. 607 §1 of the Louisiana Legislature of 1972, No. 112 §1 of the Louisiana Legislature of 1973, No. 249 §1 of the Louisiana Legislature of 1974, No. 132 §1 of the Louisiana Legislature of 1975, No. 569 §1 of the Louisiana Legislature of 1979, No. 377 §2 of the Louisiana Legislature of 1984 and No. 553 §1 of the Louisiana Legislature of 1985, for the purposes set out in LRS 33 § 130, at seq.

SECTION II.
A. Appointment. In order to carry out the purposes contained in Section 1 of this Ordinance, there is hereby established a Regional Planning Commission which shall consist of forty-one (41) members, five (5) each being legal residents of Jefferson Parish, Orleans Parish, Plaquemines Parish, St. Bernard Parish, St. Charles Parish, St. John the Baptist Parish, St. Tammany Parish and Tangipahoa Parish and the director of the Louisiana Department of Transportation and Development.

B. Compensation. The members of such Commission shall serve without compensation.

C. Composition. The membership of such Commission shall be composed of a simple majority of appointed or elected public officials holding office in the following municipalities and/or parishes, namely the Parish of Jefferson, the Parish of Orleans, the Parish of Plaquemines, the Parish of St. Bernard, the Parish of St. Charles, the Parish of St. John the Baptist, the Parish of St. Tammany, and the Parish of Tangipahoa.

1. The five (5) members from the Parish of Jefferson shall include the following:

(a) The Parish President
 (b) The Council Chairman
 (c) A third member selected by the Parish Council, and approved by the Parish President, from among the Mayors of the Municipalities located within the Parish, which members shall represent the municipalities herein located;
 (d) Two (2) members who must not otherwise hold elected or appointed office in the Parish, to be appointed by the Council and approved by the Parish President.

2. The five (5) members from the Parish of Orleans shall include the following:

(a) The Mayor
 (b) The two (2) Councilmen elected from the Parish at large
 (c) The remaining two (2) members must not otherwise hold elected or appointed office, and shall be appointed by the Mayor, with approval by the Council.

3. The five (5) members from the Parish of Plaquemines shall include the following:

(a) The Parish President
 (b) The Chairman of the Parish Council
 (c) One (1) member who otherwise holds elected or appointed office in the Parish of Plaquemines, provided same is not otherwise prohibited by law, to be appointed by the Parish Council.
 (d) Two (2) members who must not otherwise hold elected or appointed office in the Parish of Plaquemines, to be appointed by the Parish Council and approved by the Parish President.

4. The five members from the Parish of St. Bernard shall include the following:

(a) The Parish President
 (b) Two (2) Council members in the Parish of St. Bernard, provided same is not otherwise prohibited by law, to be appointed by the Parish Council
 (c) Two (2) members who must not otherwise hold elected or appointed office in the Parish of St. Bernard to be appointed by the Parish Council and approved by the Parish President.

5. The five members from the Parish of St. Charles shall include the following:

(a) The Parish President;
 (b) Two (2) Council members in the Parish of St. Charles, provided same is not otherwise prohibited by law, to be appointed by the Parish Council
 (c) Two (2) members who must not otherwise hold elected or appointed office in the Parish of St. Charles to be appointed by the Parish Council and approved by the Parish President.

6. The five members from the Parish of St. John the Baptist shall include the following:

a. The Parish President;
 b. Two(2) Council members in the Parish of St. John the Baptist, provided same is not otherwise prohibited by law, to be appointed by the Parish Council; and
 c. Two (2) members who must not otherwise hold elected or appointed office in the Parish of St. John the Baptist to be appointed by Parish Council and approved by the Parish President.

7. The Five Members from the Parish of St. Tammany shall include the following:

(a) The Parish President
 (b) Two (2) members who must otherwise hold elected or appointive office in the Parish of St. Tammany, provided same is not otherwise prohibited by law, to be appointed by the Parish Council
 (c) Two (2) members who must not otherwise hold elected or appointed office in the Parish of St. Tammany, provided same is not otherwise prohibited by law, to be appointed by the Parish Council and approved by the Parish President.

8. The five members from the Parish of Tangipahoa shall include the following:

(a) The Parish President
 (b) The Chairman of the Parish Council;
 (c) The Mayors of the Cities of Hammond and Ponchatoula shall serve on an annual rotating basis;
 (d) Two (2) members who must not otherwise hold elected or appointed office in the Parish of Tangipahoa, provided same is not otherwise prohibited by law, to be appointed annually by the Parish President.

D. Removal. The governing bodies of Jefferson Parish, Plaquemines Parish, St. Bernard Parish, St. Charles Parish, St. John the Baptist Parish, St. Tammany Parish and Tangipahoa Parish may remove their respectively appointed members of the Commission, after public hearing, for inefficiency, neglect of duty or malfeasance in office. The chief executive of Orleans Parish may remove any of the members of the Commission appointed by him, after public hearing, for inefficiency, neglect of duty or malfeasance in office.

E. The Secretary of Louisiana Department of Transportation and development shall serve as a member of the Regional Planning Commission.

F. Terms. Members of the Regional Planning Commission who may hold other public offices, appointed or elected, including the Secretary of the Louisiana Department of Transportation and Development shall serve co-existent with their terms of their other public office.

G. Terms. The successors of the Regional Planning Commission members first appointed who do not hold any other appointed or elected public office shall be appointed for a term of five years from and after the expiration of the terms of their predecessors in office.

H. Vacancies. If a vacancy occurs other than for expiration of term, the same shall be filled by appointment for the unexpired term. Such appointment shall be made by the original appointing authority.

ATTEST: By: Ashley Powell Title: Assistant

CHAIRMAN: Wendy Benedetto SECRETARY: DISAPPROVED APPROVED: DISAPPROVED PARISH PRESIDENT: RETD/SECRETARY: AT: 3:54 pm REC'D BY: [Signature]

2016-0416 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF FINANCE) ORDINANCE NO. 15-12-6

An ordinance to amend the 2016 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: WHEREAS, the 2016 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 18, 2015 by Ordinance No. 15-11-22, and amended January 12, 2016 by Ordinance No. 16-1-8, February 1, 2016 by Ordinance No. 16-2-7, February 16, 2016 by Executive Order No. 2016-01, February 25, 2016 by Executive Order No. 2016-02, April 4, 2016 by Ordinance No. 16-4-2, April 4, 2016 by Ordinance No. 16-4-3, April 12, 2016 by Executive Order No. 2016-03, April 27, 2016 by Executive Order No. 2016-04, May 2, 2016 by Ordinance No. 16-5-6, May 2, 2016 by Ordinance No. 16-5-7, June 2, 2016 by Executive Order No. 2016-05, June 20, 2016 by Ordinance No. 16-6-11, July 18, 2016 by Ordinance No. 16-7-12, August 8, 2016 by Executive Order No. 2016-06, and August 9, 2016 by Executive Order No. 2016-07; and

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2016 as shown by the Revision Schedule.

NOW, THEREFORE, in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2016 St. Charles Parish Consolidated Operating and Capital Budget as amended, and that it be attached hereto and made a part hereof and identified as "Exhibit A" and "Exhibit B".

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

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

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto SECRETARY: DISAPPROVED APPROVED: DISAPPROVED PARISH PRESIDENT: RETD/SECRETARY: AT: 3:54 pm REC'D BY: [Signature]

STATE OF LOUISIANA LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

ENTITY/STATE AGREEMENT STATE PROJECT NO. H011801 FEDERAL AID PROJECT NO. H011801 ST. CHARLES WB LEVEE PATH PH IV AND V ST. CHARLES PARISH

THIS AGREEMENT, is made and executed in three original copies on this day of 2016, by and between the Louisiana Department of Transportation and Development, through its Secretary, hereinafter referred to as "DOTD," and Parish of St. Charles a political subdivision of the State of Louisiana, hereinafter referred to as "Entity."

WITNESSETH: That,

WHEREAS, under the provisions of Title 23, United States Code, "Highways", as amended, funds have been appropriated out of the Highway Trust Fund to finance improvement projects under the direct administration of DOTD; and

WHEREAS, the Entity has requested an appropriation of funds to finance a portion of the project as described herein; and

WHEREAS, DOTD is agreeable to the implementation of the Project and desires to cooperate with the Entity as hereinafter provided:

WHEREAS, Entity is required to attend the mandatory Qualification Core Training and reference the Local Public Agency Manual

WHEREAS, the Entity understands that funding for this project is not a grant, but reimbursement/disbursement of eligible expenditures as provided herein; and

WHEREAS, if applicable the Project is part of a Transportation Improvements Program (TIP) serving to implement the area wide transportation plan held currently valid by appropriate local official; and developed as required by Section 134 of Title 23, U.S.C.; and

WHEREAS, the Entity grants access within the project limits to DOTD and all necessary parties required to complete the project; and

WHEREAS, Federal Funds have been appropriated to finance improvement projects under the direct administration of DOTD; and

The foregoing recitals are hereby incorporated by reference into this agreement

ARTICLE I: PROJECT DESCRIPTION

The improvement, hereinafter referred to as "Project," that is to be undertaken under this Agreement is to construct a multi-use path in St. Charles Parish. This project will consist of the construction of approximately 7.1 miles of multi-use path on the west bank levee of the Mississippi River in St. Charles Parish from Habnville to the St. John the Baptist Parish line on Lafourche Levee District and DOTD rights-of-way, in St. Charles Parish, Louisiana.

For purposes of identification and record keeping, State and Federal Project Numbers have been assigned to this Project as follows: State Project No. H011801 and Federal Project No. H011801. All correspondence and other documents pertaining to this project shall be identified with these project numbers.

ARTICLE II: FUNDING

The initial Federal Funding Commitment Letter (FCL) outlining the project funding limits will be sent with this Agreement and is to be approved by the Entity's budget authority. During the life of the project, any approved funding limit changes will be made to the Funding Commitment Letter document by the DOTD Program Manager and sent to the Person in Responsible Charge for processing.

Except for services hereinafter specifically listed to be furnished at DOTD's expense or at the Entity's expense, as the case may be, the cost of this project will be a joint participation between the Entity and the DOTD with the contributing match rates as shown in Funding Table below.

The Entity does, however, reserve the right to incorporate items of work into the construction contract not eligible for federal participation if it so desires, and at its own cost subject to prior DOTD and/or federal approval. Funds will be disbursed as provided in Article II.

For services eligible for disbursement/reimbursement, the Entity agrees it will not incur or expend any funds or provide a notice to proceed (NTP) to any consultant or contractor prior to notice from DOTD that their work can begin. Any costs incurred prior to such notification will not be compensable.

IF DOTD is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the Entity is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

IF DOTD is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the Entity is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

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IF DOTD is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

ST. CHARLES PARISH GOVERNMENTAL FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2016

Table with columns: Description, Original Budget, Actual, Variance, and Over or Under. Rows include Beginning Fund Balance, Fund Balance - Restated, Current Year Revenues, and Expenditures.

ST. CHARLES PARISH PROPRIETARY FUNDS CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2016

Table with columns: Description, Original Budget, Actual, Variance, and Over or Under. Rows include Beginning Fund Balance, Fund Balance - Restated, Current Year Revenues, and Expenditures.

2016-0417 INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (GRANTS OFFICE) TERRELL D. WILSON, COUNCILMAN, DISTRICT I

ORDINANCE NO. 16-12-7

An ordinance to approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for the funding of the St. Charles West Bank Levee Multi-Use Path, Phases IV and V, State Project No. H011801.

WHEREAS, St. Charles Parish submitted applications to the 2014 DOTD Transportation Alternatives Program requesting funding in the amount of \$2,033,000.00 for the construction of the St. Charles Parish West Bank Levee Multi-Use Path, Phases IV and V, from Habnville to the St. John the Baptist Parish line on Lafourche Levee District and DOTD rights-of-way; and

WHEREAS, on December 18, 2014, the Louisiana Department of Transportation and Development announced the St. Charles Parish West Bank Levee Multi-Use Path, Phases IV and V were formally accepted into the program; and

WHEREAS, it is the desire of the Parish Council to approve said Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS: SECTION I. To approve and authorize the execution of an Agreement between the State of Louisiana Department of Transportation and Development and St. Charles Parish for the funding of the St. Charles West Bank Levee Multi-Use Path, Phases IV and V.

SECTION II. That the Parish President is hereby authorized to execute said Agreement and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

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

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

For services for which the Entity will be designated as being responsible, as per the Responsibility Table, and which will receive Federal funding, as per the Funding Table, the Entity agrees it will not incur or expend any funds or provide a written Notice to Proceed (NTP) to any consultant or contractor prior to written notification from DOTD that they can begin work. Any costs incurred prior to such notification will not be compensable.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the reimbursement method is chosen, as per the Funding Table, DOTD will pay to the Entity monthly the correct Federal ratio of the approved project costs after the Entity has rendered such invoices. The invoices shall be submitted with a DOTD Cost Disbursement Certification, executed by the properly designated Entity official. The Entity is required to tender payment for the invoiced cost to the vendor promptly upon receipt of each disbursement of funds. Beginning with the second invoice, the Entity shall also include with each invoice a copy of cancelled check from the previous invoice evidencing payment of that previous invoice.

If Federal funding is indicated for a Stage/Phase for which the Entity is designated as being responsible and the reimbursement method is chosen, as per the Funding Table, the Entity will submit an invoice monthly to DOTD with a copy of the cancelled check, in accordance with DOTD's standards and methods. Upon receipt of each invoice, DOTD will reimburse the percentage shown in the Funding Table within 30 days of determining that it is correct. The Entity must bill within 90 days of the incurrence of expense or receive a written waiver from their project manager extending the time of submittal.

All charges shall be subject to verification, adjustment, and/or settlement by DOTD's Audit Section. Before final payment is recommended by DOTD, all supporting documentation shall conform to DOTD policies and procedures. The Entity shall submit all final billings for all Stage/Phases of work within 90 days after the completion of the period of performance of this agreement. Failure to submit these billings within the specified 90 day period shall result in the Project being closed on previously billed amounts and any unbilled cost shall be the responsibility of the Entity. The Entity shall reimburse DOTD any and all amounts for services which are cited by DOTD as being noncompliant with federal/state laws and/or regulations. The cited amounts which are reimbursed by the Entity will be returned to the Entity upon clearance of the citation(s).

Should the Entity fail to reimburse DOTD the cited amounts within a thirty day period after notification, all future payment requests from the Entity will be held until the cited amounts are exceeded, at which time only the amount over the cited amounts will be released for payment. Additionally, no new Local Public Agency projects for the Entity will be approved until such time as the cited amount is reimbursed to DOTD.

ARTICLE III: PROJECT RESPONSIBLE CHARGE

Federal regulation provision 23 CFR 635.105 requires a full-time employee of the Entity to be in "Responsible Charge" of the Project for the Stages/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, with the exception of the construction Stage/Phase on

state routes. The LPA Responsible Charge need not be an engineer. DOTD will serve as the Responsible Charge for the construction engineering and inspection portion of the Project on state routes. The LPA Responsible Charge is expected to be accountable for the Project and to be able to perform the following duties and functions:

- Administer inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects; Maintain familiarity of day to day project operations, including project safety issues; Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements; Visit and review the Project on a frequency that is commensurate with the magnitude and complexity of the Project; Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse; Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project; Review QA/QC forms, Constructability/Biddability Review form, and all other current DOTD quality assurance documents.

The above duties do not restrict an entity's organizational authority over the LPA Responsible Charge or preclude sharing of these duties and functions among a number of public entity employees. It does not preclude one employee from having responsible charge of several projects and directing project managers assigned to specific projects.

The Entity at the time of execution of this Agreement shall complete, if not previously completed, the LPA Responsible Charge Form and submit it to the Project Manager. The Entity is responsible for keeping the form updated and submitting the updated form to the Project Manager.

In accordance with 23 CFR 635.105, DOTD will provide a person in "responsible charge" that is a full-time employed state engineer for Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table. For Stages/Phases for which DOTD is designated as being responsible, as per the Responsibility Table, the entity will also provide an LPA Responsible Charge, but that person will have the following modified duties:

- Acts as primary point of contact for the Entity with the DOTD; Participate in decisions regarding cost, time and scope of the Project, including changed / unforeseen conditions or scope changes that require change orders or supplemental agreements; Visit and review the Project on a frequency that is appropriate in light of the magnitude and complexity of the Project; or as determined by the DOTD Responsible Charge; Attend project meetings as determined by the DOTD Responsible Charge, and shall attend the Project's "Final Inspection"; Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all Stage/Phases of the Project as requested by the DOTD Responsible Charge; Review QA/QC forms, Plan Constructability/Biddability Review form, and other current DOTD quality assurance documents as requested by the DOTD Responsible Charge

ARTICLE IV: PERIOD OF PERFORMANCE

If the Tables indicate that Federal funds are used for an authorized Stage/Phase of the project, a period of performance is required for the authorized Stage/Phase. As per 2 CFR 200.309, the Period of Performance is a period when project costs can be incurred; specifically, a project Stage/Phase authorization start and end date. Any additional costs incurred after the end date are not eligible for reimbursement/disbursement. The Project Manager will send the LPA a Period of Performance written notification which will provide begin and end dates for each authorized project Stage/Phase and any updates associated with the dates.

ARTICLE V: CONSULTANT SELECTION

If the Funding Tables indicate that Federal funds are used for a Stage/Phase of the project in which consulting services will be performed, DOTD shall advertise and select a consulting firm for the performance of the services necessary to fulfill the scope of work unless the entity has a selection process which has been previously approved by FHWA and DOTD for the designated Stage/Phase. Following the selection of the consulting firm by DOTD, if applicable, and if the Responsibility Table specifies that the Entity holds the contract, the Entity shall enter into a contract (prepared by DOTD) with the consulting firm for the performance of all services required for the Stage/Phase. The Entity may make a non-binding recommendation to the DOTD Secretary on the consultant shortlist. If the entity makes a selection pursuant to its approved procedures, the entity shall submit to DOTD the draft contract for approval prior to execution. No sub-consultants shall be added to the Project without prior approval of the DOTD Consultant Contract Services Administrator. The specified services will be performed by the selected consultant under the direct supervision of the LPA Responsible Charge, who will have charge and control of the Project at all times.

Formal written notification from DOTD of federal authorization is required prior to the issuance of an NTP by the Entity. Any costs which the Entity expects to be reimbursed prior to such authorization will not be compensable prior to the NTP date or if performed outside of the period of performance of this agreement.

The Entity shall be responsible for any contract costs attributable to the errors or omissions of its consultants or sub-consultants

IF DOTD is designated as being responsible to complete the Stage/Phase, as per the Responsibility Table, DOTD will perform the specified services.

As per the Funding Table, if the Entity is responsible for all costs associated with a Stage/Phase, and the Responsibility Table indicates the Entity is the contract holder, the Entity shall either conduct the specified services or advertise and select a consulting firm (if not previously selected) for the performance of services necessary to fulfill the scope of work for the designated Stage/Phase. If a consulting firm is selected, the Entity shall enter into a contract with the selected firm for the performance of the services. The Entity is prohibited from selecting or approving any consultant or sub-consultant who is on DOTD's disqualified list or who has been debarred pursuant to LSA-R.S. 48:295.1 et seq.

ARTICLE VI: ENVIRONMENTAL PROCESS

If it is specified in the Funding Table, the environmental process is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

The Project will be developed in accordance with the National Environmental Policy Act (NEPA), as amended, and its associated regulations. Additionally, the Project will comply with all applicable State and Federal laws, regulations, rules and guidelines, in particular 23 CFR Parts 771, 772, and 774, along with the latest version of DOTD's "Stage/Phase 1: Manual of Standard Practice" and "Environmental Manual of Standard Practice." All Stage/Phase 1, environmental documents, and public involvement proposals, prepared by or for the Entity, shall be developed under these requirements and shall be submitted to DOTD for review and comment prior to submittal to any agency.

ARTICLE VII: PRE-CONSTRUCTION ENGINEERING

If it is specified in the Funding Table, pre-construction engineering is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article. In the event that the Entity is obligated to complete this work and contracts with a third party to perform the work, and DOTD is obligated to complete any subsequent work, DOTD and the Entity agree that any rights that the Entity may have to recover from the provider of pre-construction engineering services shall be transferred to DOTD. The Engineer of Record shall make all necessary surveys, prepare plans, technical specifications and cost estimates and complete any and all required documentation for the Project in accordance with the applicable requirements of the latest edition of the Louisiana Standard Specifications for Roads and Bridges, applicable requirements of 23 CFR Part 630 ("Preconstruction Procedures"), and the following specific requirements:

The design standards shall comply with the criteria prescribed in 23 CFR Part 625 ("Design Standards For Highways") and DOTD guidelines. The format of the plans shall conform to the latest standards used by DOTD in the preparation of its contract plans for items of work of similar character. Conformance to the applicable Publications and Manuals found on the DOTD website is required. The deliverables must incorporate all applicable accessibility codes and all related regulations including but not limited to: ADAAG, 2010 ADA Standards for Accessible Design, MUTCD, PROWAG, Section 504 of the Rehabilitation Act of 1973, 23 CFR 450, State DOT Regulations, USDOT, 49 CFR Part 37. For information on acronyms see the LPA Manual located on the DOTD website (http://wwwwp.dotd.la.gov/inside_laDOTD/Divisions/Administration/LPA/Pages/default.aspx) The standard procedures and expectations to be used for this Project will be identified in the kickoff/pre-design meeting.

If applicable, the Entity shall submit for DOTD acceptance prior to construction, a Project Maintenance Operation and Inspection Plan (MOI Plan), which covers the managing, financing, inspecting, maintaining, and repairing, in accordance with applicable codes and design guides, of each project component including, but not limited to, sidewalks, bike paths, landscaping, mulching, pruning, weeding, and mowing.

For projects including lighting systems, the Entity will execute a lighting agreement and will deliver a MOI Plan which shall meet the requirements as outlined in the latest edition of the DOTD publication "A GUIDE TO CONSTRUCTING, OPERATING AND MAINTAINING HIGHWAY LIGHTING SYSTEMS." The Entity shall also provide DOTD with documentation of the utility/electrical service account in the Entity's name where projects are built on state rights-of-way.

ARTICLE VIII: RIGHT-OF-WAY ACQUISITION AND RELOCATION

If it is specified in the Funding Table, right-of-way acquisition is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated to complete the work specified in this Article.

If right-of-way is required for this Project, acquisition of all real property and property rights required for this Project shall be in accordance with all applicable State and Federal laws, including Title 49 CFR, Part 24 as amended; Title 23 CFR, Part 710 as amended; DOTD's Right-of-Way Manual; DOTD's LPA Right-of-Way Manual; DOTD's Guide to Title Abstracting and any additional written instructions as given by the DOTD Real Estate Section.

Design surveys, right-of-way surveys and the preparation of right-of-way maps shall be performed in accordance with the requirements specified in the current edition of the "Location & Survey Manual."

The Entity shall sign and submit the LPA Assurance Letter to the DOTD Real Estate Section annually. As soon as it is known that the acquisition of right-of-way is required for this Project, the Entity shall contact the DOTD Real Estate Section for guidance.

DOTD or the Entity, as per the Responsibility Table, shall ensure that the design of the Project is constrained by the existing right-of-way or the right-of-way acquired for the Project, as shown on the construction plans. When applicable, the Entity will send to the Project Manager a letter certifying that the Project can be built within the right-of-way.

If right-of-way was acquired by the Entity, the letter should also state that the acquisition was performed according to state and federal guidelines, as mentioned above, and it is understood that liability and any costs incurred due to insufficient right-of-way are the responsibility of the Entity.

ARTICLE IX: TRANSFER AND ACCEPTANCE OF RIGHT-OF-WAY

If the Responsibility Table indicates that parcels of land shall be acquired by DOTD as right-of-way for the Project and if the roadway shall not remain in the State Highway System after completion and acceptance of the Project, these parcels shall be transferred by DOTD, in full ownership, to the Entity, upon the Final Acceptance of the Project by the DOTD Chief Engineer. The consideration for this transfer of ownership is the incorporation of the property and its improvements, if any, into the Entity's road system and the assumption by the Entity of the obligations to maintain and operate the property and its improvements, if any, at its sole cost and expense.

If the Responsibility Table indicates that parcels of land shall be acquired by the Entity as right-of-way for the Project and the roadway shall not remain in the Entity's Highway System after

completion and acceptance of the Project, these parcels shall be transferred by the Entry to DOTD, in full ownership, upon final inspection and acceptance of the Project by the DOTD.

Furthermore, both DOTD and the Entity agree to hold harmless and indemnify and defend the other party against any claims of third persons for loss or damage to persons or property resulting from the failure to maintain or to properly sign or provide and maintain signals or other traffic control devices on the property acquired pursuant to this Agreement.

ARTICLE X: UTILITY RELOCATION/RAILROAD COORDINATION

The responsible party, as defined in the Responsibility Table, shall be obligated to obtain, from affected utility companies or railroads, all agreements and designs of any required systems or relocations.

Entity will be required to obtain relocation and other necessary agreements related to utilities or railroads on Entity owned routes. The Entity will be required to submit a Utility Assurance letter to the project manager prior to the project letting.

The Entity is responsible for any and all costs associated with utility relocations, adjustments and construction time delays on non-state routes after the project is awarded.

If the Entity is the responsible party, then it shall comply with all utility relocation processes as specified in the LPA Manual.

DOTD will obtain agreements to relocate utilities and coordinate with railroads on state routes.

ARTICLE XI: BIDS/CONSTRUCTION

DOTD shall prepare construction proposals, advertise for and receive bids for the work, and award the contract to the lowest responsible bidder. Construction contracts will be prepared by DOTD after the award of contract.

For Entity held contracts, DOTD will advertise for and receive bids for the work in accordance with DOTD's standard procedures. All such bids will be properly tabulated, extended, and summarized to determine the official low bidder.

DOTD will transmit the construction contract to the Entity for its further handling toward execution. The Entity will be responsible for construction contract recordation with the Clerk of Court in the Project's parish. A receipt of filing shall be sent to DOTD Financial Services Section.

ARTICLE XII: CONSTRUCTION ENGINEERING AND INSPECTION

If it is specified in the Funding Table, construction engineering and inspection is eligible as a project cost.

The Responsibility Table defines whether DOTD or the Entity shall be obligated, to complete the work specified in this Article.

If DOTD is obligated to complete the work specified in this Article, DOTD will perform the construction engineering and inspection using funds as specified in the Funding Table.

If the Entity is obligated to complete the work specified in this Article, the Entity will either perform the construction engineering and inspection with in-house staff or will hire a consultant to perform the work.

DOTD will assign a representative from a District Office to serve as the District Project Coordinator during project construction. The District Project Coordinator will make intermittent trips to the construction site to ensure that the construction contractor is following established construction procedures and that applicable federal and state requirements are being enforced.

Except where a deviation has been mutually agreed to in writing by both DOTD and the Entity, the following specific requirements shall apply:

- 1. When it is stipulated in the latest edition of the Louisiana Standard Specifications for Roads and Bridges that approval by the Project Engineer or DOTD is required for equipment and/or construction procedures, such approval must be obtained through the DOTD Construction Section. All DOTD policies and procedures for obtaining such approval shall be followed.
2. All construction inspection personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD construction personnel.
3. All construction procedures must be in accordance with DOTD guidelines and policies established by the latest editions of the Construction Contract Administration Manual, the Engineering Directives and Standard Manual (EDSM), and any applicable memoranda.
4. Construction documentation shall be performed in Site Manager by the Entity or the Entity's consultant.
5. Quality assurance personnel must follow appropriate quality assurance manuals for all materials to be tested and insure that proper sampling and testing methods are used.
6. If the Entity is obligated to perform testing, as per the Responsibility Table, the Entity will be responsible for all costs associated with the material testing, and any utilized laboratory must be accredited and approved by DOTD.
7. All laboratory personnel utilized by the Entity and/or the Entity's consultant must meet the same qualifications required of DOTD laboratory personnel.
8. Shop drawing review is the responsibility of the design engineer.
9. The Entity or the Entity's consultant shall prepare and submit the final records to DOTD within a maximum of 30 days from the date of recordation of the acceptance of the project for projects under \$2 million and 60 days for projects over \$2 million.

ARTICLE XIII: SUBCONTRACTING

Any subcontracting performed under this Project with state or federal funds either by consulting engineers engaged by the Entity or the construction contractor must have the prior written consent of DOTD. In the event that the consultant or the contractor elects to subcontract any of the services required under this contract, it must take affirmative steps to utilize Disadvantaged Business Enterprises (DBE) as sources of supplies, equipment, construction, and services.

- (a) Including qualified DBE on solicitation lists.
(b) Assuring that DBE are solicited whenever they are potential sources.
(c) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum DBE participation.
(d) Where the requirement permits, establishing delivery schedules which will encourage participation by DBE.
(e) Using the services and assistance of the Office of Disadvantaged Business Enterprises of the Department of Commerce and the Community Services Administration as required.

Also, the Contractor is encouraged to procure goods and services from labor surplus areas.

ARTICLE XIV: DBE REQUIREMENTS

It is the policy of DOTD that it shall not discriminate on the basis of race, color, national origin, or gender in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE program or the requirements of 49 CFR Part 26. DOTD shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts.

The Entity or its consultant agrees to ensure that the "Required Contract Provisions for DBE Participation in Federal Aid Construction Contracts" set forth in the DBE Goal and must be included in the requirements of any contract or subcontract. Failure to carry out the requirements set forth shall constitute a breach of this agreement and, after notification by DOTD, may result in DOTD withholding funds, termination of this agreement by DOTD, or other such remedy as DOTD deems appropriate.

DOTD will include as part of the solicitation of bids a current list containing the names of firms that have been certified as eligible to participate as a DBE on US DOT assisted contracts. This list indicates the project numbers and letting date for which this list is effective. Only DBEs listed on this list may be utilized to meet the established DBE goal for these projects.

ARTICLE XV: DIRECT AND INDIRECT COSTS

Any DOTD direct or indirect costs associated with this Project may be charged to this Project.

If the Entity is indicated in the Responsibility Table as being responsible for a Stage/Phase, the Entity may be eligible for reimbursement of direct and/or indirect costs incurred related to administration of the contract for such Stage/Phase. Per 2 CFR 200, an Entity must establish and maintain effective internal controls over Federal award to provide reasonable assurance that awards are being managed in compliance with federal laws and regulations.

As per 2 CFR 200 the Entity may receive indirect costs if it has a financial tracking system that can track direct costs incurred by the project. An entity that has never received a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs as per 2 CFR 200.68 Modified Total Direct Cost (MTDC). If chosen, this methodology once elected must be used consistently for all Federal awards until such time as the Entity chooses to negotiate for a rate, which the Entity may apply to do at any time.

Allowable direct and indirect costs: Determination of allowable direct and indirect costs will be made in accordance with the applicable Federal cost principles, e.g. 2 C.F.R. Part 200 Subpart E. Disallowed direct and indirect costs: Those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

ARTICLE XVI: COST RECORDS FOR ALL PHASES OF THIS PROJECT

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred relative to this Project and shall keep such material available at its offices at all reasonable times during the contract period and for three years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

The final invoice and audit shall be hand delivered to the DOTD by the Entity Responsible Charge.

ARTICLE XVII: RECORD RETENTION

The Entity and all others employed by it in connection with this Project shall maintain all books, documents, papers, accounting records, and other evidence pertaining to this Project, including all records pertaining to costs incurred relative to the contracts initiated due to their participation Stage/Phases for this Project, and shall keep such material available at its offices at all reasonable times during the contract period and for five years from the date of final payment under the Project, for inspection by DOTD and/or Legislative Auditor, FHWA, or any authorized representative of the Federal Government under State and Federal Regulations effective as of the date of this Agreement and copies thereof shall be furnished if requested.

For all Stage/Phases for which the Entity is designated as being responsible, as per the Responsibility Table, the final invoice and audit shall be hand delivered to DOTD.

Record retention may extend beyond 5-years if any of the following apply:

- (a) If any litigation, claim, or audit is started before the expiration of the 5-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
(b) When the entity is notified in writing by FHWA, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
(c) Records for real property and equipment acquired with Federal funds must be

ARTICLE XVIII: CANCELLATION

The terms of this Agreement shall be binding upon the parties hereto until the work has been completed and accepted and all payments required to be made have been made, however this Agreement may be terminated under any or all of the following conditions:

- 1. By mutual agreement and consent of the parties hereto.
2. By the Entity should it desire to cancel the project prior to the receipt of bids, provided any federal/state costs that have been incurred for the development of the project shall be repaid by the Entity.
3. By DOTD due to the withdrawal, reduction, or unavailability of State or Federal funding for the Project
4. By DOTD due to failure by the Entity to progress the Project forward or follow the specific program guidelines (link found on the LPA website).
5. If the project has not progressed to construction within the time periods provided for below, then the Project will be cancelled and all expended Federal funds must be refunded to DOTD.

- (1) Project for acquisition of right-of-way. In the event that actual construction on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid under the terms of this agreement.
(2) Preliminary engineering project. In the event that right-of-way acquisition, or actual construction, for which this preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the Entity will repay to DOTD the sum or sums of Federal funds paid to the transportation department under the terms of the agreement.
6. Failure to comply with the requirements of 2 C.F.R. 200.302 and Title 23, U.S.C.

ARTICLE XIX: COMPLIANCE WITH CIVIL RIGHTS

The Entity agrees to abide by the requirements of the following as applicable: Titles VI and VII of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972, as amended; Federal Executive Order 11246, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; and Title II of the Genetic Information Nondiscrimination Act of 2008.

The Entity agrees not to discriminate in its employment practices, and shall render services under this Contract without regard to race, color, age, religion, sex, sexual orientation, gender identity, national origin, veteran status, genetic information, political affiliation or disabilities.

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

ARTICLE XX: INDEMNIFICATION

The Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of, resulting from, or by reason of any act or omission of the Entity, its agents, servants, independent contractors, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this Agreement. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

If the Project includes sidewalks, landscaping, shared use paths, lighting, etc., in addition to responsibilities listed in the required MOI Plan, the Entity shall indemnify, save harmless and defend DOTD against any and all claims, losses, liabilities, demands, suits, causes of action, damages, and judgments of sums of money growing out of the installation and the use of these items. Such indemnification shall include reasonable attorney's fees and court costs. The Entity shall provide and bear the expense of all personal and professional insurance related to its duties arising under this Agreement.

ARTICLE XXI: CONSTRUCTION, FINAL INSPECTION AND MAINTENANCE

Construction-- DOTD RESPONSIBLE

In the event that DOTD is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If DOTD is the roadway owner of any control section of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project by DOTD and delivery of the Final Acceptance to the Entity, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify the Entity so that they may have representatives present for such inspection.

If the Entity is the roadway owner of any control sections of the Project, as per the Responsibility Table, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to the Entity, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by DOTD in the appropriate parish. Before making the final inspection, DOTD shall notify Entity so that they may have representatives present for such inspection.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, whether such improvements are located on right-of-way owned by DOTD or the Entity, in addition to responsibilities listed in the required MOI Plan, upon the Final Acceptance of the Project, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

Construction-- ENTITY RESPONSIBLE

In the event that the Entity is designated as being responsible to perform Construction, as per the Responsibility Table, the following provisions shall apply:

If DOTD is the roadway owner of any control section of the Project, as per the Responsibility Table, then before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, DOTD shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to FHWA. The Final Acceptance shall be recorded by the Entity in the appropriate parish. Before making the final inspection, the Entity shall notify DOTD so that they may have representatives present for such inspection.

If the Entity is the roadway owner of any control sections of the Project, as per the Responsibility Table, before making the final inspection, the Entity shall notify DOTD's District Administrator and District Project Coordinator so that they may have representatives present for such inspection. Upon completion and Final Acceptance of the Project, the Entity will adopt a resolution granting a Final Acceptance to the contractor, which will be recorded with the Clerk of Court in the appropriate parish. The receipt of filing from the courthouse must be sent to the DOTD Construction Section. Upon delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of the specified improvement at its expense in a manner satisfactory to DOTD and FHWA.

If the Project includes sidewalks, landscaping, shared use paths, lighting, or any other non-roadway enhancement, in addition to responsibilities listed in the required MOI Plan required above, then upon the Final Acceptance of the Project and delivery of the Final Acceptance to DOTD, the Entity shall assume the ownership and maintenance of all such improvements at its expense in a manner satisfactory to FHWA.

If the Entity is the roadway owner of a control section, as per the Responsibility Table, title to that control section right-of-way shall be vested in the Entity but shall be subject to DOTD and FHWA

requirements and regulations concerning abandonment, disposal, encroachments and/or uses for non-highway purposes.

ARTICLE XXII: HOUSE BILL 1 COMPLIANCE

The Entity shall fully comply with the provisions of House Bill 1, if applicable, by submitting to DOTD, for approval, the comprehensive budget for the Project showing all anticipated uses of the funds appropriated, an estimate of the duration of the Project, and a plan showing specific goals and objectives for the use of the appropriated funds, including measures of performance. The Entity understands and agrees that no funds will be transferred to the Entity prior to receipt and approval by DOTD of the submissions required by House Bill 1.

ARTICLE XXIII: COMPLIANCE WITH LAWS

The parties shall comply with all applicable federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (LSA-R.S. 421:101, et seq.), in carrying out the provisions of this Agreement.

IN WITNESS THEREOF, the parties have caused these presents to be executed by their respective officers thereto duly authorized as of the day and year first above written.

WITNESSES:

[Signature]

STATE OF LOUISIANA
PARISH OF ST. CHARLES

BY: [Signature]

Larry Cochran
Typed or Printed Name
Parish President
Title

72-6001208
Taxpayer Identification Number

310008407
Vendor Number

079448924
DUNS Number

20.205
CFDA Number

WITNESSES:

STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

BY: _____
Secretary

RECOMMENDED FOR APPROVAL:

BY: _____

2016-0418

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

ORDINANCE NO. 16-12-8

An ordinance to approve and authorize the execution of Amendment No. 4 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to exercise the extension provision of said contract.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 06-12-23 on December 18, 2006 approving and authorizing the execution of a Professional Services contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish through December 31, 2011; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 11-12-12 on December 19, 2011 approved Amendment No. 1 to said Professional Services Contract to extend the contract through June 30, 2012; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance 12-3-6 on March 26, 2012 approved Amendment 2 to extend said contract an additional five years; but, Ordinance 12-3-6 contained the contract conclusion date of December 31, 2015 instead of December 31, 2016 resulting in a four (4) year extension; and,

WHEREAS, the St. Charles Parish Council adopted Ordinance 13-3-6 on March 11, 2013 approved Amendment 3 to correct Amendment 2 and extend the contract through December 31, 2016; and,

WHEREAS, it is the desire of the St. Charles Parish Council and the Parish President to extend the contract until March 31, 2017 for the purpose of advertising publicly proposals for a new contract.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 4 to Ordinance 06-12-23, extending said contract through March 31, 2017, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 4 on behalf of St. Charles Parish.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: NONE

ABSENT: FISHER-PERRIER

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

[Signatures of Chairman, Secretary, Parish President, and At-Large members]

AMENDMENT NO. 4

TO

PARISH COUNCIL CONTRACT
FOR MOSQUITO CONTROL PROGRAM

BE IT KNOWN, that on this 13th day of Dec. 2016,

ST. CHARLES PARISH, herein represented by Larry Cochran, Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by Ordinance No. 6-12-23 adopted on December 18, 2006,

AND

ST. CHARLES MOSQUITO CONTROL, LLC, herein represented by Steve Pavlovich, General Manager, 1061 Rue La Cannes, Luling, LA 70070

HEREBY AGREE THAT,

In accordance with the provisions of Ordinance No. 06-12-23 adopted by the St. Charles Parish Council on December 18, 2006 and the Contract Agreement, duly executed on the 28th day of December, 2006 and extended by Ordinance No. 13-3-6 until December 31, 2016, the Contract for Mosquito Control Services in St. Charles Parish is hereby extended for a Three (3) month period. Said extension is in accordance with Section 9.00 of the Contract and shall be for the period January 1, 2017 through March 31, 2017.

All other provisions of said Contract Agreement shall remain as first written.

[Signature of Larry Cochran, Parish President]

WITNESS:

[Signature]

ST. CHARLES MOSQUITO CONTROL, LLC

WITNESS:

[Signature]

2016-0419

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

ORDINANCE NO. 16-12-9

An ordinance to amend the Code of Ordinances, Chapter 23, Article I. In General, Section 23-2. Water service charges. III. Charges; to amend No. (3) General fees: by adding Safe Drinking Water Fee \$12.00 annually.

WHEREAS, by Act 605 of the 2016 Regular Session of the Louisiana Legislature, the Department of Health - Office of Public Health was authorized to assess Safe Drinking Water Fees; and,

WHEREAS, these fees will be invoiced beginning January 1, 2017; and,

WHEREAS, each Community Water System is required to collect the annual \$12.00 per connection from each customer.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code, Chapter 23, Article I. In General, Section 23-2. Water service charges. III. Charges: (3) General fees: is hereby amended by adding:

Safe Drinking Water Fee per service connection (Annual) \$12.00

SECTION II. The herein levied fee is in accordance with L.R.S. 40:31:33.A (1). Requiring that the fee be collected from each consumer by the community system provider and remitted to the Louisiana Department of Health.

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

YEAS: BENEDETTO, HOGAN, WILSON, CLULEE, GIBBS, WOODRUFF, BELLOCK, FLETCHER

NAYS: FISHER-PERRIER

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

2016-0420
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. 16-12-10

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 16-10-2 which approved an Intergovernmental Participation Agreement with Terrebonne Parish Consolidated Government for use of the Terrebonne Parish Juvenile Justice Complex.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 16-10-2 on October 03, 2016 approving and authorizing the execution of an Intergovernmental Agreement with Terrebonne Parish Consolidated Government for use of the Terrebonne Parish Juvenile Justice Complex; and,
WHEREAS, the agreement provides that the term shall commence on the 4th day of October 2016; and,
WHEREAS, it is the desire of the Parish Council and Parish President to amend the current agreement commencement date to the 11th day of July, 2016.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Amendment No. 1 to Ordinance No. 16-10-2, an Intergovernmental Participation Agreement with Terrebonne Parish Consolidated Government for use of the Terrebonne Parish Juvenile Justice Complex be amended in Section IV., term shall commence on the 11th day of July, 2016, which is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of St. Charles Parish.

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

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

And the ordinance was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

AMENDMENT NO. 1

TO

INTERGOVERNMENTAL PARTICIPATION AGREEMENT

FOR

TERREBONNE PARISH CONSOLIDATED GOVERNMENT

BE IT KNOWN, that on this ___ day of ___ 2016,

ST. CHARLES PARISH, herein represented by Larry Cochran, Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by Ordinance No. 16-10-2 adopted on October 3, 2016,

AND

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, herein represented by Gordon Dove, Parish President, PO Box 2768, Houma, LA 70361,

HEREBY AGREE THAT,

In accordance with the provisions of Ordinance No. 16-10-2 adopted by the St. Charles Parish Council on October 03, 2016 and the Intergovernmental Participation Agreement, executed on the 10th day of October, 2016, by St. Charles Parish, and the 2nd day of November, 2016, by Terrebonne Parish Consolidated Government, the Agreement for use of the Terrebonne Parish Juvenile Justice Complex is hereby amended in Section IV. Term of the Agreement shall commence on the 11th day of July, 2016.

All other provisions of said Intergovernmental Participation Agreement shall remain as first written.

ST. CHARLES PARISH
BY: [Signature] LARRY COCHRAN
Parish President

WITNESS: [Signature] Ron S. DeLong

TERREBONNE PARISH

WITNESS: [Signature]

BY: [Signature] Gordon Dove
Parish President

2016-0427
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)
RESOLUTION NO. 6253

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

WHEREAS, the Department of Community Services avails itself of every opportunity to provide for the needs of Parish citizens; and,
WHEREAS, the Louisiana Housing Corporation (LHC), encourages local government participation in its ongoing activities through the Low Income Home Energy Assistance Program (LIHEAP); and,
WHEREAS, local residents will benefit by having assistance available to help with their home energy costs.

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

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

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

And the resolution was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

2016-0363
RESOLUTION NO. 6255

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

WHEREAS, there exists a vacancy on the ZONING BOARD OF ADJUSTMENT due to the expiration of the term of Ms. LaSandra Gordon on December 7, 2016; and,
WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that Ms. Olivia Tate is hereby appointed to the ZONING BOARD OF ADJUSTMENT as the District I Representative; and,

BE IT FURTHER RESOLVED, that this appointment shall be effective as of DECEMBER 7, 2016 and shall expire DECEMBER 7, 2020.

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

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

And the resolution was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

2016-0365
RESOLUTION NO. 6256

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

WHEREAS, there exists a vacancy on the ZONING BOARD OF ADJUSTMENT due to the expiration of the term of Mr. Dimitri Valtos on December 7, 2016; and,
WHEREAS, it is the desire of the Parish Council to fill this vacancy; and,

BE IT FURTHER RESOLVED, that this appointment shall be effective as of DECEMBER 7, 2016 and shall expire DECEMBER 7, 2020.

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

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

And the resolution was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

NOW, THEREFORE, BE IT RESOLVED, that Mr. Cory Savoie

301 Maryland Drive, Luling, LA 70070 is hereby appointed to the ZONING BOARD OF ADJUSTMENT as the District VII Representative; and,

BE IT FURTHER RESOLVED, that this appointment shall be effective DECEMBER 7, 2016 and shall expire DECEMBER 7, 2020.

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

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

And the resolution was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

2016-0385
RESOLUTION NO. 6257

A resolution to appoint a member to the Planning & Zoning Commission as the District I Representative.

WHEREAS, There exists a vacancy on the PLANNING & ZONING COMMISSION due to the resignation of Ms. Dolores Pierre on October 19, 2016; and,
WHEREAS, The Council is desirous of filling this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that Ms. LaSandra Gordon is hereby appointed to fill the unexpired term on the PLANNING & ZONING COMMISSION as the District I Representative; and,

BE IT FURTHER RESOLVED, that said appointment shall be effective IMMEDIATELY and shall expire MAY 31, 2018.

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

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

And the resolution was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

2016-0426
RESOLUTION NO. 6258

A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

WHEREAS, There exists a vacancy on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT due to the resignation of Mr. John Cornwell on November 14, 2016; and,
WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that Mr. Craig Petit is hereby appointed to fill the unexpired term on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT; and,

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire AUGUST 19, 2018.

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

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

And the resolution was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

2016-0426
RESOLUTION NO. 6258

A resolution to appoint a member to the St. Charles Parish Communications District representing the St. Charles Parish President's Office.

WHEREAS, There exists a vacancy on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT due to the resignation of Mr. John Cornwell on November 14, 2016; and,
WHEREAS, It is the desire of the Parish Council to fill this vacancy; and,
NOW, THEREFORE, BE IT RESOLVED, that Mr. Craig Petit is hereby appointed to fill the unexpired term on the ST. CHARLES PARISH COMMUNICATIONS DISTRICT; and,

BE IT FURTHER RESOLVED that said appointment shall be effective IMMEDIATELY and shall expire AUGUST 19, 2018.

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

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

And the resolution was declared adopted this 12th day of December, 2016, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
D.V.D/PARISH PRESIDENT: [Signature]
APPROVED: [Signature]
DISAPPROVED: [Signature]
PARISH PRESIDENT: [Signature]
RET/SECRETARY: [Signature]
AT: 3:54p RECD BY: [Signature]

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

[Signature]
TIFFANY K. CLARK
COUNCIL SECRETARY

PUBLISH: December 22, 2016

PUBLIC NOTICE

PLANNING & ZONING COMMISSION
THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON JANUARY 5, 2017 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE.

PZH0-2017-01 requested by Jensen Sheets for a home occupation - Killerwax Louisiana Detailing - a mobile automotive detailing company at 234 Riverwood Dr., St. Rose, Zoning District R-1A, Council District 5.

PZR-2017-01 requested by Terri B. Darenbourg to change the zoning classification from R-1A and C-1 to C-2 at (lots 344-1 and 36A-1) 123 Elm St., Hahnville, Council District 1.

PZR-2017-02 requested by Dunn Homes, LLC for a change in zoning classification from R-1A(M) to R-2 at 311 First St., Luling, Council District 2.

PZSPU-2017-01 requested by Shelly Steib France-Cochran for a special permit for an accessory dwelling unit on Lot 8, Magnolia Manor Subdivision, Phase 1-A at 400 Magnolia Ridge Rd., Bourne, Zoning District R-1A, Council District 4.

PZS-2016-01 requested by Philip John Merie for subdivision of the Merie Lot of the Alice Plantation into Lot 1-AP and 2-AP of the Merie Lot of Alice Plantation, 10281 River Rd., Ama, Zoning District Council District 2.

ELECTION OF OFFICERS; Discussion of Master Bicycle and Pedestrian Plan
ALTERNATE DATE: January 12, 2017
PUBLISH 12/22, 12/29, 1/5

PUBLIC NOTICE

Notice is hereby given of the availability of federal funds through the Office on Violence Against Women (OVW), U.S. Department of Justice, for the FY 2016 STOP Violence Against Women Formula Grant Program (STOP). The Louisiana Commission on Law Enforcement (LCLE) administers and allocates these funds through the Jefferson Parish Criminal Justice Coordinating Council (CJCC) & Metropolitan District Law Enforcement Planning and Action Commission (METLEC).

The total amount available to the CJCC & METLEC in FY 2016 STOP Violence Against Women Formula Grant Program (STOP) funds is \$159,815.

If interested in this competitive opportunity, the complete Notice of Funding Opportunity, application materials and instructions for submitting proposals may be obtained from the LCLE website at: http://www.lcle.la.gov/programs/funding.asp.

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

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

The deadline for submitting is: January 11, 2017.

Proposals will be considered for approval at the January 26, 2017 CJCC & METLEC meetings which will be held at the Joseph S. Yemm Bldg., 1221 Elmwood Park Blvd., Council Chambers, 2nd Floor, Jefferson, LA 70123 at 1 pm and 2 pm respectively.

Proposals will also be considered for approval at the March 22, 2017, Victim Services Advisory Board (LCLE) meeting.

Representatives of agencies under consideration will be required to attend these meetings in order to receive funding.

PUBLISH: December 22, 2016

PUBLIC NOTICE

"DG LOUISIANA, LLC is applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of Saint Charles at the following location: Dollar General Store #1982, 33 Saint Charles St., Norco, LA 70079-2251."

Officers of DG LOUISIANA, LLC are: STEVEN RAY DECKARD, JOHN WILLIAM GARRATT, II, JAMES WILLIAM THORPE

PUBLISH: December 15 & 22, 2016

PUBLIC NOTICE

"DG LOUISIANA, LLC is applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of Saint Charles at the following location: Dollar General Store #6871, 14841 Highway 90, Paradise, LA 70080-2201."

Officers of DG LOUISIANA, LLC are: STEVEN RAY DECKARD, JOHN WILLIAM GARRATT, II, JAMES WILLIAM THORPE

PUBLISH: December 15 & 22, 2016

PUBLIC NOTICE

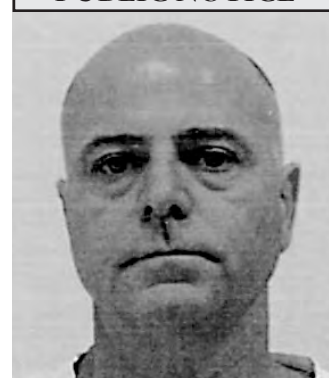


I, Aaron J. Brown, have been convicted of Carnal Knowledge of a Juvenile Date of Conviction: 09/27/2001. My address is 257 Johnson St., St. Rose, La. 70087.

RACE: White
SEX: Male
DOB: 01/28/1983
HGT: 5'9"
WGT: 156
HAIR COLOR: Brown
EYE COLOR: Brown

PUBLISH: December 15 & December 22, 2016

PUBLIC NOTICE



I, Stanley Folse, have been convicted of Forcible Rape (Attempted). Date of Conviction: 07/21/2010. My address is 153 Schaubth Lane, Des Allemands, La. 70030.

RACE: White
SEX: Male
DOB: 11/08/1968
HGT: 5'8"
WGT: 195
HAIR COLOR: Gray
EYE COLOR: Blue

PUBLISH: December 15 & 22, 2016

PUBLIC NOTICE



I, Paul Vincent Troclair, have been convicted of Poss of child Pornography. Date of Conviction: 10/04/2006. My address is 11 Maria Street, Destrehan, La. 70047.

RACE: White
SEX: Male
DOB: 01/03/1973
HGT: 5'10"
WGT: 290
HAIR COLOR: Brown
EYE COLOR: Green

PUBLISH: December 15 & December 22, 2016

PUBLIC NOTICE

"DG LOUISIANA, LLC is applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of Saint Charles at the following location: Dollar General Store #11228, 1221 Paul Maillard Rd., Luling, LA 70070-4547"

Officers of DG LOUISIANA, LLC are: STEVEN RAY DECKARD, JOHN WILLIAM GARRATT, II, JAMES WILLIAM THORPE

PUBLISH: December 15 & 22, 2016

PUBLIC NOTICE

"DG LOUISIANA, LLC is applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of Saint Charles at the following location: Dollar General Store #10497, 10800 River Rd., Saint Rose, LA 70087-3344"

Officers of DG LOUISIANA, LLC are: STEVEN RAY DECKARD, JOHN WILLIAM GARRATT, II, JAMES WILLIAM THORPE

PUBLISH: December 15 & 22, 2016

PUBLIC NOTICE

"DG LOUISIANA, LLC is applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of high and low alcohol content at retail in the Parish of Saint Charles at the following location: Dollar General Store #6871, 14841 Highway 90, Paradise, LA 70080-2201."

Officers of DG LOUISIANA, LLC are: STEVEN RAY DECKARD, JOHN WILLIAM GARRATT, II, JAMES WILLIAM THORPE

PUBLISH: December 15 & 22, 2016

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 69515-C
Date: Monday, November 21, 2016
DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE UNDER POOLING AND SERVICE AGREEMENT DATED AS OF JULY 1, 2004
MORGAN STANLEY ABS CAPITAL INC. TRUST
2004-WMCI MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-WMCI VS
ANDREW JOSEPH LEDET, JR., ET AL
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, FEBRUARY 8, 2016, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 25, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: One Certain Lot Of Ground, together with all the buildings, constructions, component parts, fixtures and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, in that part thereof known as Fairfield Plantation Oaks in Section 39, Township 12 South, Range 9 East, designated as Lot 13-A of Square 9-A. Said Lot 13-A is bounded by Ann Lane, Steve Drive, Illinois Central Railroad, Lot 12-A and Lot 14-A. Said Lot 13-A commences at a distance of 90.69 feet from the corner of Ann Lane and Steve Drive, measures thence 49.71 feet front on Steve Drive, same width in the rear, by depth of 101.07 feet on the sideline nearest Ann Lane, and a depth of 100.74

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: MONDAY, FEBRUARY 8, 2016, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 25, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit: THAT PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in or new the Town of Luling, the subdivision known as Ellington Gardens, as shown on plan thereof, made by E. M. Collier, Surveyor, dated October, 1953, revised November 8 & 1953, on file and of record in the Clerk's Office, Parish of St. Charles, Louisiana, and more fully described as follows: Lot 8, Block "B", Ellington Gardens, measures (50 feet front on Talbot Drive, same in width in the rear, by a depth of 125 feet between equal and parallel lines, and commences at a distance of 420 feet from the corner of Talbot Drive, Sugar House Road, Post Drive and Milling Avenue, all as more fully shown on plat of survey by B. M. Collier, Surveyor, dated August 28,

TOGETHER WITH all the improvements now or hereafter erected on the property, and easements, appurtenances, and fixtures now or hereafter a part of the property. (the "Property")

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of ONE HUNDRED SIX THOUSAND FOUR HUNDRED NINETY-FOUR AND 16 / 100 (\$106,494.16) DOLLARS, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH PUBLISH ON: December 22, 2016
January 19, 2017
ATTORNEY FOR PLAINTIFF:
Anne E Raymond
1010 Common Street Suite 1800
Metairie, LA 70112-2472
SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 75278-C
Date: Tuesday, November 22, 2016
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSO-

Officers of DG LOUISIANA, LLC are: STEVEN RAY DECKARD, JOHN WILLIAM GARRATT, II, JAMES WILLIAM THORPE

PUBLISH: December 15 & 22, 2016

SHERIFF'S SALE

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 75278-C
Date: Tuesday, November 22, 2016
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSO-

Officers of DG LOUISIANA, LLC are: STEVEN RAY DECKARD, JOHN WILLIAM GARRATT, II, JAMES WILLIAM THORPE

PUBLISH: December 15 & 22, 2016

feet on the opposite sideline, all in accordance with a survey by Lucien C. Gassen, Land Surveyor, dated May 17, 1982, redated September 22, 1982, and updated December 6, 1982, a copy of which is annexed to an act passed before Eric Oliver Person, Notary Public, dated December 17, 1982, registered in COB 291, folio 436, St. Charles Parish, Louisiana; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property. Being the same property acquired by Sue Brown, wife of/and Andrew Joseph Ledet, Jr., from Belmont Construction Company, Inc., by act passed before Eric Oliver Person, Notary Public, dated December 17, 1982, registered December 20, 1982 in COB 291, folio 436, St. Charles Parish, Louisiana.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **EIGHTY-ONE THOUSAND FOUR HUNDRED THIRTY-SIX AND 21 / 100 (\$81,436.21) 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: December 22, 2016 January 19, 2017

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)81902-E

Date: Tuesday, November 29, 2016

CAPITAL ONE, N.A.

VS

MYRTIS M. WASHINGTON

GREG CHAMPAGNE, SHERIFF

P.O. Box 426

HAHNVILLE, LA 70057

Parish of St. Charles

29th Judicial District Court

State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, SEPTEMBER 8, 2016, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 25, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: Plaintiffs mortgage and/or privilege affects the following described property, to-wit:

One certain lot of ground, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, being a portion of the property commonly known as the "Red Church Property" in Section 3, Township 13 South, Range 8 East, and Section 14, Township 12 South, Range 8 East, Southeastern District of Louisiana, East of the Mississippi River designated as Red Church Plantation

Subdivision Phase II-A on survey prepared by J.J. Krebs & Sons, Inc., dated June 6, 1984, registered in COB 319, Folio 746, and according to which, said lot is designated and measures as follows, to-wit: Lot 35 is in the square bounded by Meadows Drive, River Road, Longview Drive and Eve Street, Lot 35 commences at a distance of 785 feet from the intersection of Meadows Drive and Eve Street and measures 60 feet front on Meadows Drive, same width in the rear, by a depth of 110 feet between equal and parallel lines; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **FIFTY-THREE THOUSAND ONE HUNDRED THIRTY-THREE AND 49 / 100 (\$53,133.49) 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: December 22, 2016 January 19, 2017

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH ATTORNEY FOR PLAINTIFF: NICHOLAS GREST 1505 NORTH 19TH ST. P. O. BOX 2867 MONROE, LA 71207 318-388-1440 SCSO-CIV-209-0402

SHERIFF'S SALE

SHERIFF'S SALE

SHERIFF'S OFFICE

Suit No: (45)82179-E

Date: Tuesday, November 29, 2016

WELLS FARGO BANK, N.A.

VS

MARGARET HARRIS DUET

GREG CHAMPAGNE, SHERIFF

P.O. Box 426

HAHNVILLE, LA 70057

Parish of St. Charles

29th Judicial District Court State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: THURSDAY, NOVEMBER 17, 2016, in the above entitled and numbered cause, I shall proceed to sell at public auction at the principal front door of the Courthouse of which the Civil District Court of the Parish of St. Charles is held on WEDNESDAY, JANUARY 25, 2017, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to-wit: THAT PORTION OF GROUND, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining; situated in the Townsite of Paradis, Parish of St. Charles, State of Louisiana, and being located in a subdivision of Farm Lots 6 and 7, all as more fully shown on plat of survey entitled "SUBDIVISION OF FARM LOTS 6 AND 7 AT PARADIS, ST. CHARLES PARISH, LOUISIANA," in Section 39, Township 14 South, Range 20 East, made by E. M. Collier, surveyor, dated May 27, 1960. According to the above, referred to plat by E. M. Collier, Surveyor, the portion of ground conveyed herein is designated as the whole of LOT 33 and the one-half (1/2) of LOT 30 lying next to and being adjacent to LOT 33. LOT 33 has a width or front of 50 feet on Cadow Street, with a width of 50 feet in the rear, by a depth of 131.11 feet between equal and parallel lines. The one-half of LOT 30 conveyed herein measures 25 feet front on Cadow Street, with a width in the rear of 25 feet, by a depth of 131.11 feet between equal and parallel lines. According to plan of survey by E. M. Collier, Surveyor, dated September 24, 1965, the said portion of ground has the same dimensions as described above, and is shown to commence a distance of 468.4 feet from Louisiana U.S. Highway No. 90 and Cadow Street; subject to restrictions, servitudes, rights-of-way and outstanding mineral rights of record affecting the property.

And from the proceeds of said sale to pay petitioner by preference over all other claims, the sum of: **ONE HUNDRED THREE THOUSAND TWO HUNDRED SIXTY AND 32 / 100 (\$103,260.32) DOLLARS**, along with interest and attorney's fees and all other costs including my own costs and charges.

TERMS AND CONDITIONS OF SALE: CASH IN THE FORM OF A CASHIER'S CHECK DUE BY 2:00 P.M. DAY OF THE SALE.

GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR ST. CHARLES PARISH PUBLISH ON: December 22, 2016 January 19, 2017

ATTORNEY FOR PLAINTIFF:

Jason R. Smith

1505 North 19th Street P.O. Box 2867

Monroe, LA 71207-2867

318-388-1440

SCSO-CIV-209-0402

PUBLIC NOTICE

"We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:

John C. Roth, LLC 13217 River Rd., Luling, LA 70070"

Member: Tammy Corey

PUBLISH: December 22 & 29, 2016

PUBLIC NOTICE

"We are applying to the Commissioner of Alcohol and Tobacco Control of the State of Louisiana for a permit to sell beverages of **Low and High** alcoholic content at retail in the Parish of St. Charles at the following address:

Roth's Country Corner, Inc. 13217 River Rd., Luling, LA 70070"

Member: Tammy Corey

PUBLISH: December 22 & 29, 2016

PUBLIC NOTICE

"Anyone knowing the whereabouts of **Albert O'Neal, a/k/a Albert O'Neal, or his heirs, successors or assigns**, please contact Gregory A. Miller, Attorney at Law, P.O. Box 190, Norco, La. 70079; (504)764-9991." "Important property rights may be affected."

Publish December 22, & December 29, 2016

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

985-758-2795

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