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

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

Mary K. Clulee
Councilwoman, District II
985-308-1690
mclulee@stcharlesgov.net

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

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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

ST. CHARLES PARISH
ZONING BOARD OF ADJUSTMENT

The St. Charles Parish, Zoning Board of Adjustment will meet on July 19, 2018 at 7:00 p.m. at the St. Charles Parish Courthouse, Council Chamber to hear: **ZBA-2018-23** requested by **Brandon & Adrianne Malonee** to reduce the required base flood elevation from DFIRM AE+7 ft. NAVD to +0.4 ft. NAVD at **89 Shamrock Dr., Des Allemands.** Zoning District R-1A. Council District 4.

ZBA-2018-24 requested by **Jacques Matherne** to reduce the required base flood elevation from DFIRM AE+7 ft. NAVD to +2.00 ft. NAVD at **69 Shamrock Dr., Des Allemands.** Zoning District R-1A. Council District 4.

ZBA-2018-25 requested by **Richard & Jena Stonicher** to reduce the required base flood elevation from DFIRM AE+6 ft. NAVD to -0.42 ft. NAVD at **106 Edna Dr., Des Allemands.** Zoning District R-1A. Council District 4.

ZBA-2018-26 requested by **Zeruah Melecio** to reduce the required side setback from 5 ft. to 4 ft. and 0 ft. encroachment of the stair and stair landings at **915A E Lawson St., New Sarpy.** Zoning District R-1A(M). Council District 3.

ZBA-2018-27 requested by **Laura & Jedidiah Spurgeon** to reduce the required base flood elevation from DFIRM AE+7 ft. NAVD to +0.44 ft. NAVD at **75 Shamrock Dr., Des Allemands.** Zoning District R-1A. Council District 4.

ALTERNATE DATE: July 26, 2018
PUBLISH: 7/5, 7/12, 7/19

Public Notice

ADVERTISEMENT FOR BIDS

Sealed bids are requested by the East Side St. Charles Parish Volunteer Fire Department from qualified contractors for the construction of:

Renovations to the Central Fire Station
New Sleeping Quarters
1901 Ormond Blvd, Destrehan, LA
Campo Designs Project No. CD 2606

Bids will be received at the Central Fire Station, 1901 Ormond Blvd., Destrehan, LA or at the offices of Campo Designs – Architects, 105 Ducayet Drive, Destrehan, LA 70047 either by registered or certified mail with return receipt requested or hand delivered or electronically at www.centralbidding.com no later than **6:00 p.m., Local Time Tuesday, August 7, 2018** at which time bids will be publicly opened and read aloud in the General Meeting Room of the Central Fire Station.

Complete Bidding Documents which include the Contract Documents may be obtained from the Architect, Campo Designs – Architects, 105 Ducayet Drive, Destrehan, LA 70047, (985) 764-8959 upon payment of a deposit of $100.00 per set of documents. The deposit will be returned as provided in the Instruction to Bidders.

Bids must be accompanied by a bid security at least equal to five percent (5%) of the base bid in the form of a certified check, cashier's check or bid bond.

A Pre-bid Conference will be held on Monday, July 23, 2018 at 10:00am at the site at 1901 Ormond Blvd., Destrehan, LA. Attendance at the Pre-bid Conference is Mandatory and required to submit a bid.

Contract, if awarded, will be on the basis of the lowest responsive and responsible bidder, if within budget. No bid may be withdrawn for a period of 45 days after bid opening except as provided by law. The successful bidder will be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in the amount equal to one hundred percent (100%) of the contract price. Certificates of Insurance will also be required as specified.

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

The East Side St. Charles Parish Volunteer Fire Department reserves the right to award the project on whatever basis is in the best interest of the Owner and to accept or reject any or all bids and to waive technicalities and informalities as allowed by law.

DATED at Destrehan, Louisiana, this 12th day of July, 2018

East Side St. Charles Parish
Volunteer Fire Department
Jarad Charpentier, President

Advertisement Source and Dates
St. Charles Herald Guide
Central Auction House

Legal Add to Run: Thursday, July 12, 2018
Thursday, July 19, 2018
Thursday, July 26, 2018

Public Notice

SECTION 00010

ADVERTISEMENT FOR BIDS

The Parish of St. Charles, hereby advertises bids for construction of S170701 - Hahnville WWTP (UV Upgrade) as follows:

Owner: **St. Charles Parish**

Project Title: Hahnville WWTP UV Upgrade

Project No.: S170701

Principal Work Location: The Hahnville WWTP can be found in the town of Hahnville in St. Charles Parish, Louisiana. The Hahnville WWTP can be accessed via a plant service road from Louisiana Highway 3160 to the south.

Description of Basic Work: The Department plans to upgrade and modify a part of the Hahnville WWTP. The Project will require installing a new UV disinfection system and upsizing a section of 12" diameter effluent piping to 20" diameter pipe. The work required to replace the section of effluent force main will require a total shut-down of the Hahnville Wastewater Treatment Plant. Therefore, the connection of the new effluent force to the existing system must be done at night, during low-flow conditions. Connection of the new effluent force main to the existing system must be performed between the hours of 10:00 PM and 4:00 AM.

Bids: Separate sealed Bids will be received by the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057, either by registered or certified mail with return receipt requested, or hand delivered, or electronically submitted at www.centralbidding.com, **no later than 10:00 a.m. local time on August 2, 2018**. Promptly thereafter, the bids will be publicly opened and read aloud in the Council Chambers of the St. Charles Parish Court House. The Owner reserves the right to reject any and all Bids in accordance with the Public Bid Law, and to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids.

Bidding Documents: The Bidding Documents (Contract Documents, Specifications and Drawings) are available to Contractors who are properly licensed in Louisiana or to bona fide suppliers of materials and equipment for purchase and/or review at the office of the Engineer for the contract, AIMS Group, Inc., 4421 Zenith Street, Metairie, Louisiana 70001.

A payment of $ 125.00 in cash or check payable to the Engineer will be required for each complete set of the Bidding Documents. This payment is refundable as provided in the La.R.S.38:2212(D).

Pre-Bid Conference: A Pre-Bid Conference to discuss the scope of the project and the requirements of the Bidding and Contract Documents will be held on July 23, 2018 at 10:00 a.m. the St. Charles Parish Department of Public Works and Wastewater, **100 River Oaks Dr., Destrehan, Louisiana**. Attendance of the Pre-Bid Conference and subsequent Site Visit is **MANDATORY**.

Each bidder must deposit with his/her bid, security in the amount equal to five percent (5%) of the total bid in the form of a certified check, cashier's check or bid bond. If the bid is submitted electronically and a certified or cashier's check is used for bid bond, then the actual check shall be delivered to the ST. CHARLES PARISH COUNCIL RECORDS OFFICE, Parish of St. Charles, 15045 River Road, Courthouse 3rd Floor, Hahnville, Louisiana, 70057. Electronic bids shall contain all the same documents that are required in a physically delivered bid.

The outside of the bid envelope must contain the submitting firm's name, Louisiana Contractors License Number, the St. Charles Parish Project Number, and the St. Charles Parish Project Title.

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 bid opening.

St. Charles Parish Council
Larry Cochran, Parish President

Advertisement Source and Dates:

St. Charles Herald Guide
St. Charles Parish Website
Central Auction House
The Daily Journal of Commerce
Times Picayune
The Advocate
McGraw-Hill Dodge of Hot Springs
Construct Connect

Thursday, July 05, 2018
Thursday, July 12, 2018
Thursday, July 19, 2018

Public Notice

St. Charles Parish Public Schools
Public Release for Free & Reduced Price Meals

The St. Charles Parish Public School Board today announced its policy for free and reduced price meals served under the National School Lunch and School Breakfast Programs. All schools and the central office have a copy of the policy, which may be reviewed by any interested party.

The following family size and annual income criteria will be used for determining eligibility:

Household Size	REDUCED PRICE MEALS – 185%					FREE MEALS – 130%				
	Annual	Monthly	Twice Per Month	Every Two Weeks	Weekly	Annual	Monthly	Twice Per Month	Every Two Weeks	Weekly
1....	$22,459	$1,872	$936	$864	$432	$15,782	$1,316	$658	$607	$304
2....	$30,451	$2,538	$1,269	$1,172	$586	$21,398	$1,784	$892	$823	$412
3....	$38,443	$3,204	$1,602	$1,479	$740	$27,014	$2,252	$1,126	$1,039	$520
4....	$46,435	$3,870	$1,935	$1,786	$893	$32,630	$2,720	$1,360	$1,255	$628
5....	$54,427	$4,536	$2,268	$2,094	$1,047	$38,246	$3,188	$1,594	$1,471	$736
6....	$62,419	$5,202	$2,601	$2,401	$1,201	$43,862	$3,656	$1,828	$1,687	$844
7....	$70,411	$5,868	$2,934	$2,709	$1,355	$49,478	$4,124	$2,062	$1,903	$952
8....	$78,403	$6,534	$3,267	$3,016	$1,508	$55,094	$4,592	$2,296	$2,119	$1,060
For each additional family member add:	$7,992	$666	$333	$308	$154	$5,616	$468	$234	$216	$108

Application forms are being sent to all homes, along with a letter to households. To apply for free or reduced price meals, households should fill out **one** application for the household and return it to the school. Households may also apply for free or reduced priced meals on-line at www.MySchoolApps.com. Complete either a paper application or an on-line application, but not both. Additional paper copies are available at each school. Either a paper or an online application may be submitted at any time during the year. The information provided by the household is confidential; it will be used for the purpose of determining eligibility. Information may be verified at any time during the school year by school or other program officials.

All children in households with any household member receiving benefits under Assistance Programs (Supplemental Nutrition Assistance Program (SNAP), Family Independence Temporary Assistance Program (FITAP) or Food Distribution Programs on Indian Reservations (FDPIR)) are eligible for free meals. For school officials to determine eligibility, each household that is now receiving benefits from Assistance Programs must provide the case number of a household member as well as the signature of an adult household member.

All other households must provide the following information on the application: names of all household members; the amount of income (before deductions for taxes, Social Security, etc.) that each household member receives; how often the person receives the income; where it is from, such as wages, retirement, or welfare; the signature of an adult household member certifying that the information provided is correct; and the last four digits of the social security number of the adult household member who signed the application, or a statement that the household member does not possess one.

Children categorized as foster, homeless, runaway, migrant, or enrolled in state-funded Head Start or Even Start programs, **if known**, are automatically eligible for free meals. School officials will determine eligibility for free meals based on documentation obtained directly from the program office and notify the household of their eligibility for benefits. The household must notify the school if it chooses to decline benefits. The household **should complete an application if they are not notified of free meal eligibility by August 9, 2018.**

If a household member becomes unemployed or if the household size increases, the household should contact the school. Such changes may make the children of the household eligible for meal benefits.

Under the provisions of the free and reduced price policy, Teresa Brown, Child Nutrition Director, will review applications and determine eligibility. If a parent or guardian is dissatisfied with the ruling of the official, he may wish to discuss the decision with the determining official on an informal basis. If the parent wishes to make a formal appeal, he may make either an oral or written response to the following: Jerry Smith, Executive Director of Student Services, 13855 River Road, Luling, LA 70070, (985) 785-3142.

The policy contains an outline of the hearing procedures.

St. Charles Parish Public Schools
MEDIA RELEASE
Community Eligibility Provision (CEP)

St. Charles Parish Public Schools today announced an amendment to its policy for serving meals to students under the National School Lunch and School Breakfast Programs for the 2018-19 school year. All students **at the following sites** will be served lunch and breakfast at no charge:

- **Carver Early Learning Center**
- **East Bank Head Start**

If you only have students at one of these two sites, you do **not** have to complete a Free/Reduced Price Meal Application.

If you have students at one of these two sites and students at any other SCPPS site, you **must** complete a Free/Reduced Price Meal Application to apply for benefits for the students at the other sites. The application should include all household members and their income as eligibility is based on the number of household members and the total household income.

For additional information please contact: Teresa Brown, Director of Child Nutrition , 13855 River Road Luling, LA 70070, 985-785-3179, tbrown1@stcharles.k12.la.us.

Non-discrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. This institution is an equal opportunity provider.

Publish: July 12 & 19, 2018

Public Notice

ADVERTISEMENT FOR BIDS

Port of South Louisiana, (herein referred to as the "Owner") hereby solicits sealed bids for the **East and West Canal Crossing, Port of South Louisiana Executive Regional Airport** project described as follows:

STATEMENT OF WORK (PEC Project No. 11286.05): Construction of two new limestone access roads with large diameter drainage culvert installation, including earthwork and minor fencing.

Sealed Bids shall be addressed to the **Port of South Louisiana**, and delivered to **171 Belle Terre Blvd, LaPlace, LA 70068** not later than **2:00 p.m.**, on the **7th** day of **August, 2018**. Any bid received after the specified time and date will not be considered. The sealed bids will be publicly opened and read aloud at **2:00 p.m. on the 7th day of August, 2018**, at the **Port of South Louisiana Office** located at **171 Belle Terre Blvd, LaPlace, LA 70068**.

A NON-MANDATORY PRE-BID CONFERENCE WILL BE HELD:

TIME & DATE: **10:00 a.m., July 25, 2018**
LOCATION: Port of South Louisiana Executive Regional Airport
355 Airport Road
Reserve, LA 70084

Attendance at the Pre-Bid Conference is not mandatory in order to bid on the project; however, bidders are encouraged to attend. It is the responsibility of all potential bidders to visit the job site to assess the location and conditions prior to bidding.

The Bidding Instructions, Bid Form, Contract, Plans, Specifications, and Forms of Bid Bond, Performance Bond and Payment Bond, and other bidding documents may be examined at the Office of the Port of South Louisiana located at 171 Belle Terre Blvd. LaPlace, LA 70068 or at the Office of the Engineer for the contract; Professional Engineering Consultants Corp. located at 7600 Innovation Park Drive, Baton Rouge, La 70820; (225-769-2810). Copies shall be obtained from the Engineer upon payment of a deposit of **$130.00**. This deposit will be refunded upon request in accordance with R.S. 38:2212. Validation of the Contractor's license and classifications will be made prior to release of bid documents.

Details may be viewed and electronic bids are accepted on the Central Auction House bidding website at www.centralauctionhouse.com.

Contractors submitting bids shall be licensed under LA R.S. 37:2150-2164, **Highway, Street, and Bridge Construction.** The bidder shall show his license number on the bid and on the sealed envelope submitting the bid.

The Owner reserves the right to reject any and all bids for just cause in accordance with R.S. 38:2214 b.

Notice is hereby given that the project is to be funded through a State grant which funds will not be available at the time of bidding. The OWNER may reject all bids and cancel this solicitation should adequate funding not be secured within 60 days after bid opening. The time limits stipulated in La. R.S. 38: 2215 do not apply based upon the statutory exception that "the contract is to be financed in whole or in part by federal or other funds which will not be readily available at the time bids are opened."

Each Bidder must deposit with his/her bid, security in the amount of at least five percent (5%) of the total bid price, provided on the specified form and subject to the conditions provided in the Bidding Instructions. Sureties used for obtaining bonds must appear as acceptable on the U. S. Department of Treasury Circular 570.

No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof except as provided under La. R.S. 38:2214 c.

OWNER
Port of South Louisiana

BY: /s/ Paul Aucoin, Executive Director

PUBLICATION/DATES:
July 12, 2018
July 19, 2018
July 26, 2018

Public Notice

"Anyone with information as to the whereabouts of **Ennis Griffin** and/or her heirs, successors or assigns, please contact Juanita R. Marino, Attorney 985-764-1193."

Publish: July 12 & 19, 2018

Public Notice

ORDINANCES & RESOLUTIONS TO BE INTRODUCED FOR PUBLICATION & PUBLIC HEARING ON MONDAY, JULY 23, 2018, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE:

2018-0179 (7/9/18, Cochran, C. Faucheux)
An ordinance to approve and authorize the Parish President to purchase and/or expropriate a 0.389 acre perpetual drainage servitude over property identified as Parcel No. DS4-1, in Section 7, Township 12 South - Range 7 East in the Town of MONTZ, St. Charles Parish, Louisiana MARTHA MOORE MALONEY, LOVENIA MALONEY THOMAS, LEONCE MALONEY, MORRIS MALONEY, GEORGE MALONEY, ROSA MALONEY RILEY, MARY MALONEY MAJOR, OCTAVE EUGENE, ORELIA EUGUENE MAISON, HERBERT EUGENE, LEO EUGENE, VIOLA WATERS MALONE, FLORA MALONE DENNIS, RAYMOND MALONE, HERMAN MALONE, JR., DOROTHEA MALONE SMITH, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802 Coulee Canal Access for Maintenance - Phase I, as shown on the attached drawing by GEC dated April 21, 2015 and revised on August 25, 2015.

2018-0180 (7/9/18, Cochran, C. Faucheux)
An ordinance to approve and authorize the Parish President to purchase and/or expropriate a 0.515 acre perpetual drainage servitude over property identified as Parcel No. 1-3, in Section 15, Township 12 South - Range 7 East and a 0.081 acre perpetual drainage servitude over property identified as Parcel No. 9-1, in Sections 50 and 51, Township 12 South - Range 8 East both in the Town of MONTZ, St. Charles Parish, Louisiana ESTATE OF NOE KELLER, ESTATE OF GUY KELLER, ESTATE OF WILLIAM KELLER, ESTATE OF JULES KELLER, JR., CYNTHIA JACOB WHITE, RICHARD THOMAS JACOB, ESTATE OF GLENN JOSEPH JACOB, MARY LEE JACOB BLANCHARD, JULIE ANN JACOB MONTEGUT, FRANCIS LESLIE JACOB, JR., JOSEPH KENNETH MONTZ, ESTATE OF GLORIA KELLER, HELEN KELLER, LUCRES KELLER, ESTATE OF ANNA MAE KELLER, ETIENNE P. MILLET, JR., LINDA MILLET TERRIO, JAMES WILLIAM KELLER, TERESA ANN KELLER COLANTONI, MICHAEL GERARD KELLER, MARIAN M. KELLER MIRE, JOHN JOSEPH KELLER, JR., GRACE MARIE KELLER READ, RICHARD GREGORY KELLER, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802-5 Coulee Canal Access for Maintenance - Phase II, as shown on the attached drawing by Riverlands Surveying Co., LLC dated July 24, 2017.

2018-0181 (7/9/18, Cochran, C. Faucheux)
An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No. P090201-6, Mimosa Avenue Culvert Replacement, to increase the contract amount by $6,045.44 and increase the contract time by seven days.

2018-0182 (7/9/18, Cochran, C. Faucheux)
An ordinance to approve and authorize the execution of a twelve (12) month Lease Contract Renewal between Satellite Shelters (LESSOR) and St. Charles Parish Public Works (LESSEE) for Contract number RO319076. The lease of a fifty foot (50') by fifty-six foot (56') modular building used as the office at the West Bank Public Works Yard, 166 Scorpio Ln, Hahnville, LA 70057. Public Works is seeking to have a permanent structure constructed that would allow for our staff to safely stay during storm events, and this renewal is necessary in the interim.

2018-0183 (7/9/18, Cochran, C. Faucheux)
An ordinance to approve and authorize the execution of a Professional Services Agreement between GCR Inc. and St. Charles Parish for land program management and right-of-way acquisition services for various West Bank Projects, Parish Project No. P150301 (West Bank Real Estate and Permitting Services).

2018-0187 (7/9/18, Cochran, M. Albert)
An ordinance approving and authorizing the execution of a Act of Dedication for Ashton Plantation Phase 2-A, Luling.

2018-0189 (7/9/18, Cochran, C. Faucheux)
An ordinance to approve and authorize the execution c Amendment No. 1 to Ordinance No. 16-7-7, a Professiona Services Agreement with GCR, Inc., for land prograr management and right-of-way acquisition services for Projec No. P080802-5 Coulee Canal Access for Maintenance Phas 2, to allow for term extensions in one (1) year increments for maximum of three (3) years and to increase the compensatio limitation by $15,000.00 due to the significant increase in th services required due to landowner succession complication discovered during title research.

2018-0191 (7/9/18, Cochran, C. Faucheux)
An ordinance to approve and authorize the execution of a agreement to purchase the property at 202 East Oakland Driv to be used to expand and upgrade the Oakland Pump Station.

2018-0192 (7/9/18, Clulee)
An ordinance to amend the St. Charles Parish Zonin Ordinance of 1981, to change the zoning classification fror M-1 to R-1B on Lot UDP-1 and Parcel A of Tract C c Plantation Business Campus (16.7 acres) as requested b JCJR Enterprises, LLC.

2018-0193 (7/9/18, Benedetto)
An ordinance to approve and authorize the execution of a Agreement between Tauzin Consultants, LLC and St. Charle Parish for governmental affairs representation.

PUBLISH: July 12, 19, 2018

Public Notice

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000• FAX: (985) 308-1933
Website: www.stcharlesgov.net • lcochran@stcharlesgov.net

LARRY COCHRAN
PARISH PRESIDENT

SEALED BIDS WILL BE RECEIVED BY ST. CHARLES PARISH UP TO:
11:00 A. M., THURSDAY, AUGUST 09, 2018

AT THE ST. CHARLES PARISH PROCUREMENT OFFICE, ROOM 3400, P. O. BOX 302, 15045 RIVER ROAD, PARISH COURTHOUSE, 3rd FLOOR PARISH PRESIDENT'S OFFICE, HAHNVILLE, LOUISIANA, 70057, EITHER BY MAIL, HAND DELIVERED OR ON-LINE AT: https://www.centralbidding.com FOR: **2019 YEARLY CONTRACTS:**

BITUMINOUS COATED STEEL PIPE	COLD MIX	UV LAMPS
BITUMINOUS MIX	LIMESTONE	CHRISTMAS TREE REMOVAL
SULFUR DIOXIDE	SIGNS & POSTS	FLEX MEMBRANE AIR DIFFUSERS
POLYELECTROLYTE	SUBMERSIBLE HYDROMATIC PUMPS	UV 4000 TWIN SLEEVE & BALLAST
ANHYDROUS AMMONIA	WASTEWATER COLLECTION SUPPLIES	
FLUORIDE	RECREATION SPORTS EQUIPMENT	

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

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

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

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

BID ADVERTISED:
ST. CHARLES HERALD GUIDE
JULY 19, 2018
JULY 26, 2018

Public Notice

St. Charles Parish School Board Special Meeting Minutes
13855 River Road
Luling, LA 70070

Monday, July 9, 2018
Generated by Shelly Babineaux on Tuesday, July 10, 2018.

Members Present
Ellis A Alexander, Arthur A Aucoin, Melinda H Bernard, Dennis J Naquin, John W Robichaux, John L Smith, Alex L Suffrin and Superintendent Felecia Gomez-Walker

Members Absent
Clarence H Savoie

Meeting called to order at 4:02 p.m.

1. Opening Items

1.01 Call to Order

The Board President called the meeting to order.

2. Ad-Hoc Committee - Executive Session

2.01 Tax Litigation

Motion by Jay Robichaux; second by D. Naquin, and unanimously carried to go into executive session per Louisiana Revised State Statute 42:16-17. A discussion was held.

3. Closing Items

3.01 Meeting Adjourn

Motion by Jay Robichaux; second by J. Smith, and unanimously carried to adjourn.

Publish: July 19, 2018

Public Notice

PUBLIC NOTICE

Sealed bids will be received by St. Charles Parish Sheriff's Office up to 10:00 A.M., Tuesday, August 7, 2018 at the St. Charles Parish Sheriff's-Tax Office-1st Floor, 15045 River Road, Parish Courthouse, P.O. Box 426, Hahnville, LA 70057, either by mail, hand delivered or on-line at: https://www.centralauctionhouse.com for:

Used Marsh Master II- Model A with trailer or equivalent

Detailed specifications may be picked up or mailed by contacting Nicole Henry at the Parish Courthouse (Phone 985-783-6237). Bid related documents may be viewed on-line at https://www.centralauctionhouse.com .

Bids should be plainly marked on the outside of the envelope: "SEALED BID FOR A USED MARSH MASTER II- MODEL A WITH TRAILER OR EQUIVALENT".

St Charles Parish Sheriff's Office reserves the right to reject any and all bids. These bid specifications have been prepared by our office, setting for 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.

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: JULY 19 & 26, 2018

Public Notice

TWENTY-NINTH JUDICIAL DISTRICT COURT
STATE OF LOUISIANA
PARISH OF ST. CHARLES

EMERGENCY CLOSURE ORDER

2018 JUL 11 PM 1:29
CLERK OF COURT
ST. CHARLES PARISH, LA
DEPUTY

Acting in accordance with the Louisiana Constitution Article V, Section 1, the inherent power of this Court and La. R.S. 1:55(E)(2),

Whereas, an emergency situation has arisen to the St. Charles Parish Courthouse plumbing infrastructure [15045 River Road in Hahnville, LA 70057] on July 11, 2018, creating a public health hazard and has led to closure of the building.

Whereas, during the pendency of said infrastructure repairs water service will be interrupted indefinitely to the St. Charles Parish Courthouse, and

Whereas, all agencies presently house within the St. Charles Parish Courthouse will close at 1:30 p.m. on July 11, 2018 as a result of the foregoing,

IT IS HEREBY ORDERED that the St. Charles Parish Courthouse located at 15045 River Road in Hahnville, La 70057 shall be closed Wednesday, July 11, 2018 at 1:30 P.M. and is scheduled to resume regular operating hours on Thursday, July 12, 2018.

IT IS FURTHER HEREBY ORDERED that in accordance with La. R.S. 1:55(E)(2) the Clerk of Court for the Parish of St. Charles shall have published as soon as possible a legal notice in all of the official parish journals within the district setting forth the dates of closure, the hour of closure if applicable, the reasons for closure, and a statement that, pursuant to R.S. 1:55(E)(3), these days or parts of days were legal holidays. The Clerk shall attach a similar statement to every document, petition, or pleading filed in the Office of the Clerk on the first day or part of a day his office is open after being closed under the provisions of this paragraph, whether the petition or document relates to a cause of action, right of appeal, or other matters against which prescription could have run or times periods imposed by law could have expired.

Hahnville, Louisiana this 11th day of July, 2018.

TIMOTHY S. MARCEL, CHIEF JUDGE

Publish: July 19, 2018

Public Notice

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, JULY 9, 2018, 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.

2018-0163
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
ORDINANCE NO. 18-7-1

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1M, Manufactured Home – RV Park to O-L, Open Land on Lot Q, Estay Subdivision, Paradis as requested by Clyde McCully for Woodlands RV Park, LLC.

WHEREAS, the property owner requests rezoning the property from R-1M to O-L; and,
WHEREAS, the St Charles Parish Department of Planning and Zoning recommended approval of the rezoning; and,
WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at its regular meeting on June 7, 2018.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification from R-1M to O-L on Lot Q, Estay Subdivision, Paradis as requested by Clyde McCully for Woodlands RV Park, LLC.

SECTION II. That the Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1M to O-L on Lot Q, Estay Subdivision, Paradis as requested by Clyde McCully for Woodlands RV Park, LLC.

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

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

And the ordinance was declared adopted this 9th day of July, 2018 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
INTERIM SECRETARY: Valerie Boudreaux
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: July 11, 2018
AT: 12:30pm RECD BY: UB

2018-0156
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF FINANCE)
ORDINANCE NO. 18-7-2

An ordinance adopting, setting forth, levying and imposing taxes on all property subject to taxation in the Parish of St. Charles, State of Louisiana, as required by Section 23 of Article VII of the Constitution of Louisiana and Revised Statute 47.1705(B) for General Parochial Purposes; constructing, acquiring, maintaining, operating, extending and/or improving levees, facilities and structures associated with outer flood protection systems within the Parish; constructing, maintaining, and operating the Parish Road Maintenance program, Parish Recreation program, Parish Fire Protection, Mosquito Control Program, E-911 Telephone System, Health Unit and Council on Aging program; Road Lighting District No. 1; Library Service District No. 1; the ARC of St. Charles; paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish; and for the purpose of paying the principal and interest on outstanding General Obligation Sewer Bonds for the year 2018.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That acting under the authority of Section 23 of Article VII of the Constitution of the State of Louisiana and Section 47.1705(B) of the Louisiana Revised Statutes of 1950, as amended.

A. As Governing authority of St. Charles Parish, Library Service District No. 1, and Road Lighting District No.1 of St. Charles Parish, acting under the authority of special elections held in said Parish, there is hereby levied, assessed and imposed special taxes on all of the taxable property within the Parish and the respective Districts for the year 2018 for the respective purposes contained in the propositions voted upon at said elections, and said taxes shall be levied, assessed and imposed at the following millage rates:

	2018 Millages Levied
General Parochial	3.17
Levees	4.07
ARC	0.67
Road Lighting District No. 1	1.01
Library Service District No. 1	4.35
Road Maintenance Program	5.90
Recreation Program	2.96
Mosquito Control Program	1.08
Council on Aging Program	0.96
Fire Protection	1.45
E-911 Telephone System	0.97
Wastewater Facilities	1.64
Health Unit	0.61

B. As Governing Authority of St. Charles Parish, acting under the authority of a special election held in said Parish, there is hereby levied, assessed, and imposed special taxes as provided by Article VII, Section 23(D) of the Constitution of Louisiana, on all of the taxable property within the Parish and the respective District for the year 2018 for the purpose of paying any costs associated with acquiring, constructing, improving, maintaining and operating wastewater facilities and systems in the Parish, including those owned and operated by Consolidated Waterworks and Wastewater District No. 1 of the Parish of St. Charles, Louisiana, provided that said Tax shall not be levied in any year to the extent such levy would cause the combined millage levied to pay debt service on the Parish's General Obligation Refunding Bonds, Series 2012, and the millage from the Tax to total more than 2.20 mills in such year, adjusted as provided in the Louisiana Constitution:

	2018 Millages Levied
Public Sewer Bonds	0.56

SECTION II. That the proper administrative officers of the Parish of St. Charles, State of Louisiana, be and they are hereby empowered, authorized and directed to spread said taxes, as herein above set forth, upon the assessment roll of said Parish for the year 2018, and to make the collection of the respective taxes imposed for and on behalf of said Parish and said Districts, according to law; and that the taxes herein levied shall become a permanent lien and privilege on all property subject to taxation as herein set forth, and the collection thereof shall be enforceable in the manner provided by law.

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

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

And the ordinance was declared adopted this 9th day of July, 2018 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
INTERIM SECRETARY: Valerie Boudreaux
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: July 11, 2018
AT: 12:30pm RECD BY: UB

2018-0171
INTRODUCED BY: LARRY COCHRAN PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)
ORDINANCE NO. 18-7-3

An ordinance to approve and authorize the Parish President to acquire a 0.897 acre perpetual drainage servitude over property identified as Parcel No.6-4, in Sections 49 and 50, Township 12 South – Range 8 East in the Town of MONTZ, St. Charles Parish, Louisiana, which property is more particularly described in the Act of Servitude attached hereto and made a part hereof, from THE KANSAS CITY SOUTHERN RAILWAY COMPANY, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802-5 Coulee Canal Access for Maintenance - Phase II.

WHEREAS, the area near Evangeline Road in Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,
WHEREAS, an Engineering Analysis was completed along the length of the Coulee Canal, which produced recommendations to improve the drainage conveyance system in said area including cleaning and reshaping the Coulee Canal; and,
WHEREAS, the proposed drainage improvement project requires the acquisition of a perpetual drainage servitude over Parcel No.6-4, in Sections 49 and 50, Township 12 South – Range 8 East in the Town of Montz, St. Charles Parish, Louisiana, described in the Act of Servitude attached hereto; and,
WHEREAS, the drainage project and the acquisition of the hereinafter described servitude is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase at a price not to exceed its appraised value of $4,550.00 the property more particularly described in the Act of Servitude attached hereto and made a part hereof, from THE KANSAS CITY SOUTHERN RAILWAY COMPANY, and/or all other owners of record, as their interests may appear, said property is to be used by St. Charles Parish for drainage purposes, including but not limited to the cleaning and reshaping the Coulee Canal.

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

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

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

And the ordinance was declared adopted the 9th day of July, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
INTERIM SECRETARY: Valerie Boudreaux
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: July 11, 2018
AT: 12:30pm RECD BY: UB

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

ACT OF SERVITUDE

BE IT KNOWN, that on the dates below subscribed,

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

THE KANSAS CITY SOUTHERN RAILWAY COMPANY, a Missouri Corporation, authorized to do and doing business in the State of Louisiana, to be addressed at 427 West 12th Street, Kansas City, Missouri 64105, herein appearing by and through **Ginger Adamiak**, its Vice President – Energy, Industrial Development, and Innovation, duly authorized by delegation of the Board of Directors of the Company through the Chairman of the Company, a copy hereto and made a part hereof;

Herein after referred to as "**GRANTOR**"

-and-

PARISH OF ST. CHARLES, a political subdivision of the State of Louisiana, herein represented by **LARRY COCHRAN**, its Parish President, whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057; authorized pursuant to Ordinance No. 18-7-3 adopted by St. Charles Parish Council on the 9th day of July, 2018, a copy of which is attached hereto and made a part hereof;

Herein after referred to as "**GRANTEE**"

GRANTOR does hereby grant, present, dedicate, assign, transfer, deliver, and set over a - servitude, easement, and right-of-way described as Parcel No. 6-4 unto **GRANTEE** to - access, maintain, repair, operate, patrol and/or replace an existing drainage channel, including all appurtenances thereto, through, around, under, and/or over the following described property situated in St. Charles Parish, reserving, however, to the **GRANTOR**, their heirs and assigns, all such rights and privileges in the land as may be used without interfering with or abridging the rights and easement hereby acquired; subject, however, to existing easements or rights of way for public roads and highways, public utilities, railroads, and pipelines, said property being more particularly described as follows:

LEGAL DESCRIPTION

THAT PORTION of the Coulee Canal Project Access for Maintenance, Phase II in Sections 49 & 50, Township 12 South – Range 8 East, Town of MONTZ, St. Charles Parish, Louisiana, being the property of The Kansas City Southern Railway Company and is more fully described as follows:

From a point on the centerline of Coulee Canal Access for Maintenance, Phase II, at Station 173+79.26, which is the point of beginning,

proceed S36°26'06"W a distance of 53.25 feet to a point and corner;

thence proceed N48°06'05"W a distance of 1248.93 feet to a point and corner;

thence proceed N36°25'18"E a distance of 9.58 feet to a point and corner;

thence proceed S50°06'04"E a distance of 1245.53 feet to the point of beginning.

The above described portion of ground contains 39,058.70 square feet or 0.897 acres. All in accordance with sheets #6 & 9 of the Right of Way Map of Coulee Canal Project Access for Maintenance, Phase II by registered land surveyor Stephen P. Flynn, P.L.S. of Riverlands Surveying Co., LLC, dated July 24, 2017.

TO HAVE AND TO HOLD said servitudes, easements, and rights-of-way unto said **GRANTEE**, and its successors and assigns forever. The consideration for the herein described servitude is the price and sum of FOUR THOUSAND FIVE HUNDRED FIFTY AND 00/100 ($4,550.00) DOLLARS, which **GRANTEE** has paid cash in hand, in current money, to said **GRANTOR**, who acknowledges the receipt thereof and grant full acquittance and discharge thereof.

GRANTOR grants unto **GRANTEE** the right of ingress and egress over the lands described above to maintain, repair, operate, and patrol the existing drainage channel, including all appurtenances thereto. When exercising its rights of ingress and egress, or the other rights granted herein, GRANTEE, and any of GRANTEES equipment, personnel, agents, employees, or contractors, shall, at all times cross all railroad tracks at existing crossings and remain at least 25 feet away from any railroad track. If GRANTEE desires to exercise any of the rights (other than using existing crossings) granted by this Act of Servitude within 25 feet of any railroad track, then GRANTEE shall, at their sole cost and expense, hire a certified Roadway Worker in Charge from RailPros field services, who shall remain on site while the work is performed. GRANTEE, shall restore and repair the property described above after each entry by GRANTEE. **GRANTOR** retains the rights to fully use and enjoy the above-described property, except as to the rights here and above granted. **GRANTEE** agrees to indemnify and hold harmless **GRANTOR** from any and all damages, which **GRANTOR** may suffer, caused either wholly or in part, by reason of the negligence of the Parish of St. Charles, its agents or employees, in the installation, operation, and/or maintenance of this drainage servitude.

THUS done, read and passed in _____, _____County, State of _____, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this _____ day of_____, in the year two thousand and eighteen (2018).

WITNESSES:

_____

_____
PRINT

_____

_____

GRANTOR:
THE KANSAS CITY SOUTHERN RAILWAY COMPANY

_____
BY: Ginger Adamiak
ITS: Vice President – Energy, INDUSTRIAL DEVELOPMENT , AND INNOVATION

_____
NOTARY PUBLIC

THUS done, read and passed at in _____, _____Parish, State of _____, in the presence of undersigned competent witnesses who have hereunto signed their names with the parties and me, said Notary, on this _____ day of_____, in the year two thousand and eighteen (2018).

WITNESSES:

_____

_____
PRINT

_____

_____

GRANTEE:
PARISH OF ST. CHARLES

_____
BY: LARRY COCHRAN
ITS: PARISH PRESIDENT

_____
NOTARY PUBLIC

I, Julie D. Powell, the duly qualified and elected Assistant Secretary of The Kansas City Southern Railway Company, do hereby certify that Ginger L. Adamiak, Vice President - Energy, Industrial Development and Commercial Innovation, by delegation of the Board of Directors of the Company through the CEO of the Company, is authorized and empowered to form binding commitments and execute operating agreements/contracts up to $100,000 on behalf of the Corporation, for the conduct of the Corporation's business.

I further certify that Ginger L. Adamiak has been so empowered to legally bind The Kansas City Southern Railway Company as prescribed above continuously since May 24, 2018.

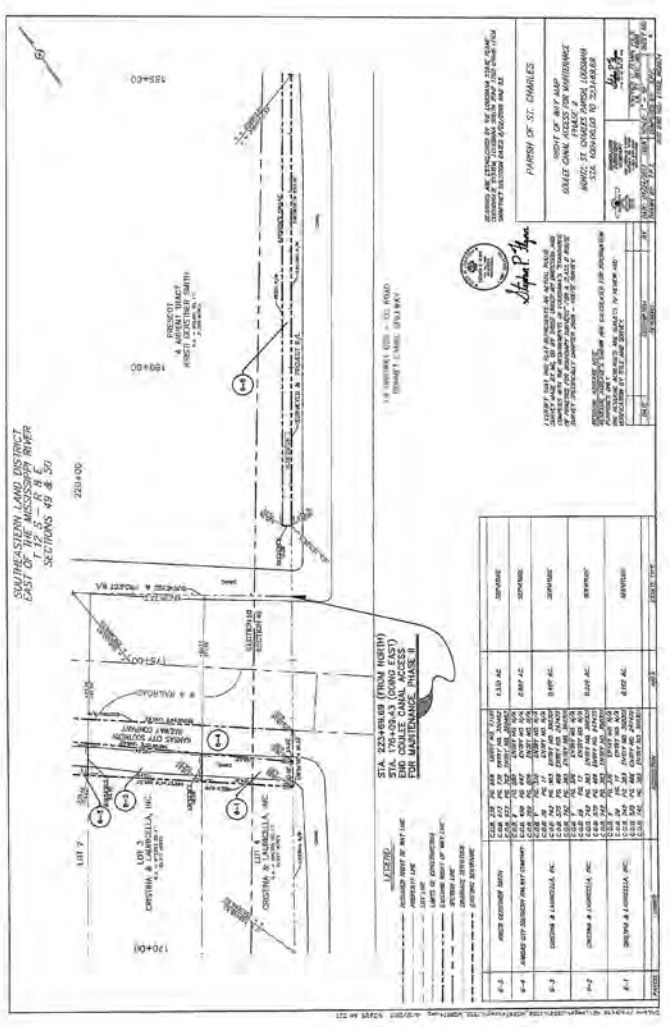
Julie D. Powell, Assistant Secretary
The Kansas City Southern Railway Company

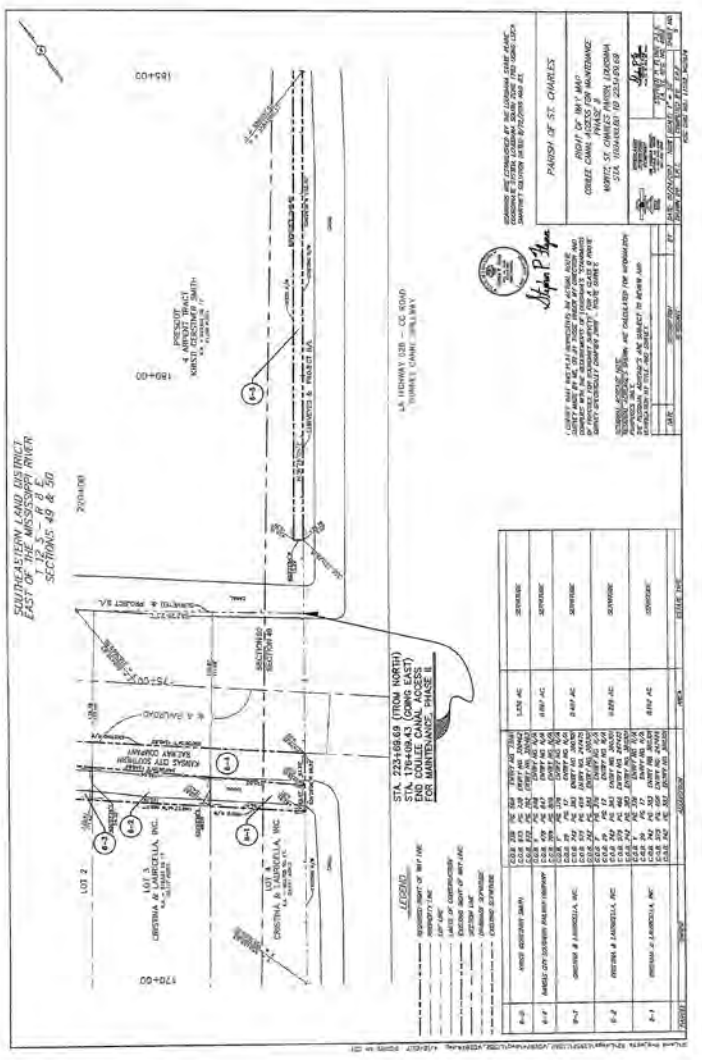
STATE OF MISSOURI)
)ss
COUNTY OF JACKSON)

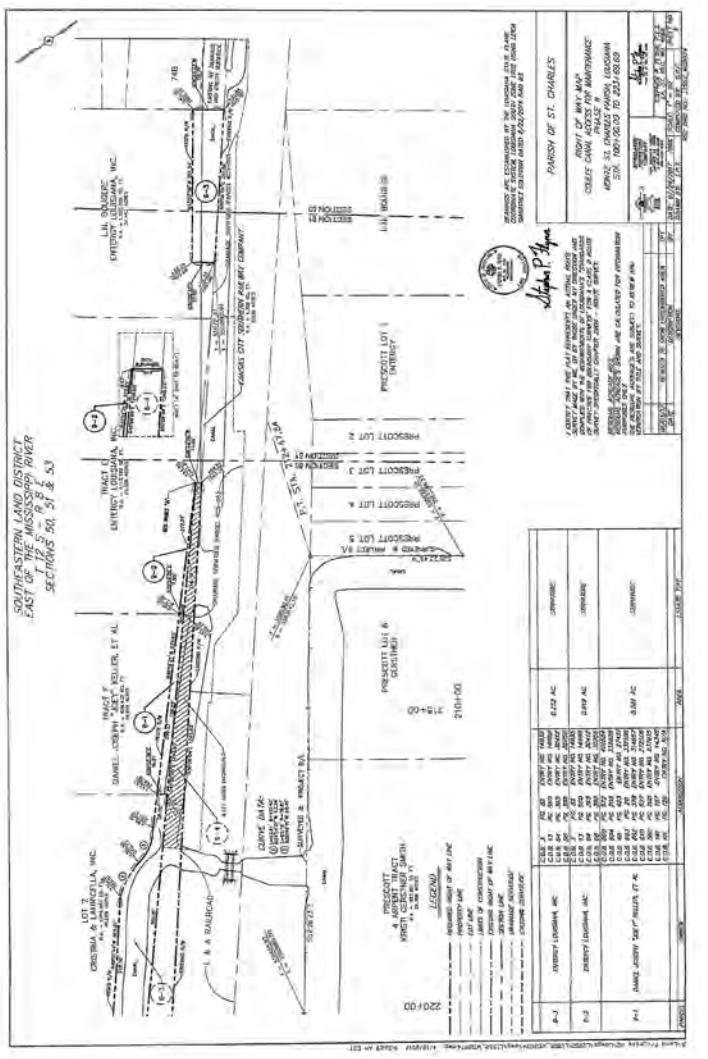
The above described Julie D. Powell personally appeared before me, this 30th day of May, 2018, and made oath that the foregoing statements are true and correct according to the best of her knowledge and belief.

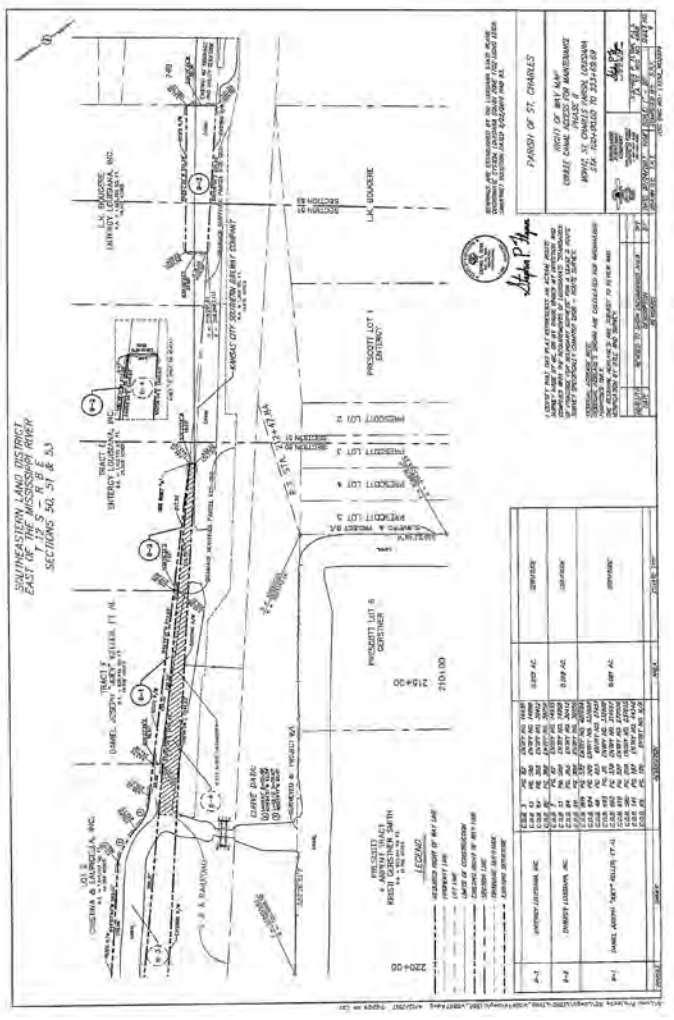
BARBARA L. BLEVINS
MY COMMISSION EXPIRES
October 4, 2019
NOTARY SEAL
JACKSON COUNTY
NOTARY PUBLIC STATE OF MISSOURI

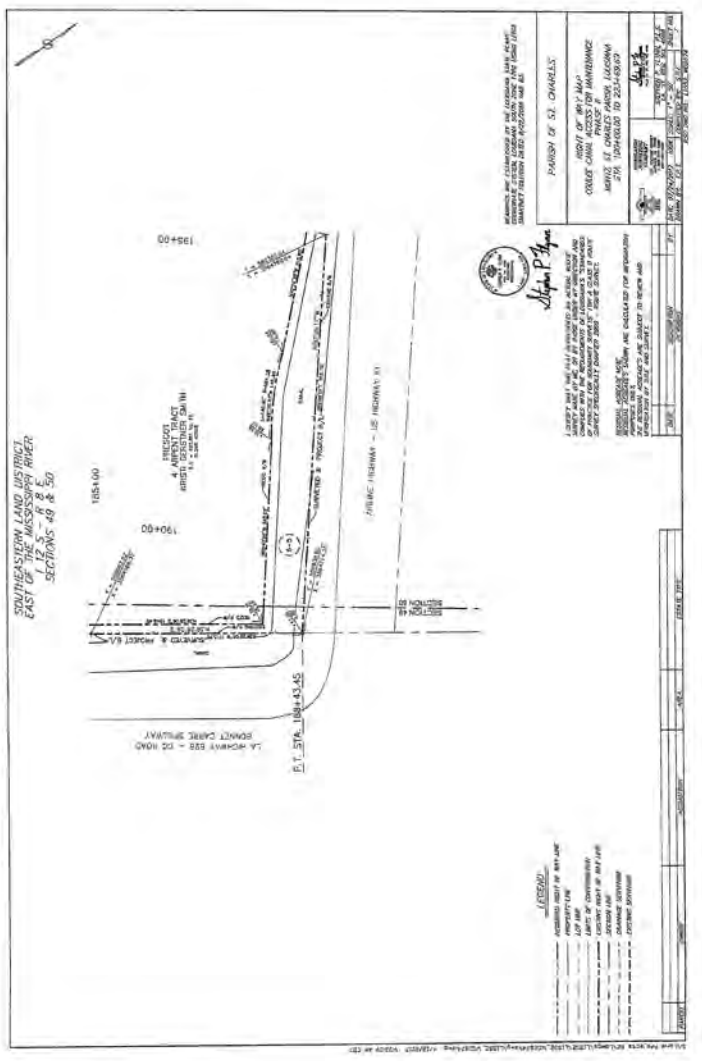
Barbara L. Blevins
Notary Public

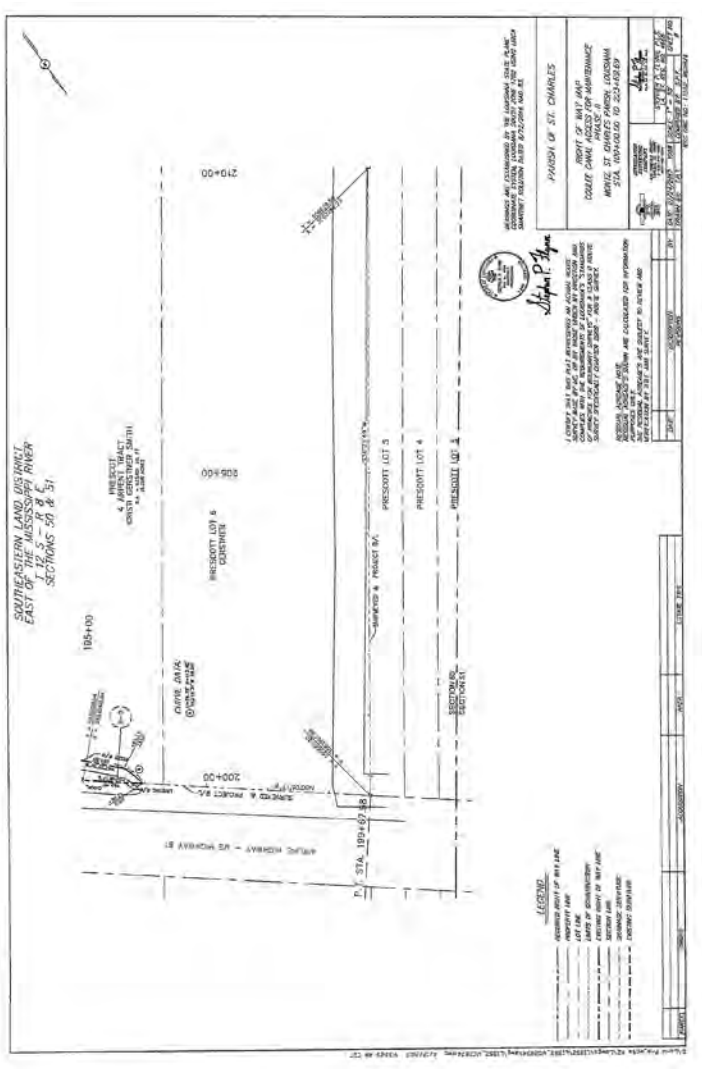












2018-0172
INTRODUCED BY: LARRY COCHRAN PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 18-7-4

An ordinance to approve and authorize the Parish President to purchase and/or expropriate a 1.330 acre perpetual drainage servitude over property identified as Parcel No.6-5, in Sections 49 and 50, Township 12 South – Range 8 East in the Town of MONTZ, St. Charles Parish, Louisiana from KRISTI GERSTNER SMITH, and/or all other owners of record, as their interests may appear, said property to be used for drainage purposes in connection with Parish Project P080802-5 Coulee Canal Access for Maintenance - Phase II, as shown on the attached drawing by Riverlands Surveying Co., LLC dated July 24, 2017.

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

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

WHEREAS, the proposed drainage improvement project requires the acquisition of a perpetual drainage servitude over Parcel No.6-5, in Sections 49 and 50, Township 12 South – Range 8 East in the Town of Montz, St. Charles Parish, Louisiana, and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Parish President is hereby authorized to purchase and/or expropriate at a price not to exceed its appraised value of $7,611.00 the property more particularly described on the drawing by Riverlands Surveying Co., LLC dated July 24, 2017 attached hereto and made a part hereof, from KRISTI GERSTNER SMITH, and/or all other owners of record, as their interests may appear, said property is to be used by St. Charles Parish for drainage purposes, including but not limited to the cleaning and reshaping the Coulee Canal.

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

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

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

And the ordinance was declared adopted the 9th day of July, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [signature]
INTERIM SECRETARY: Valerie Berthelot
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: DISAPPROVED:

PARISH PRESIDENT: [signature]
RETD/SECRETARY: July 11, 2018
AT: 12:30pm RECD BY: LB

2018-0150
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 18-7-5

An ordinance approving a purchase of 6.17 acres of property which is contiguous and adjacent to the East Bank Bridge Park, more fully described on the Murray Architects Drawing No. A.0.1 dated December 12, 2016, attached hereto and made a part hereof as Exhibit "A" and identified as UDP-2-B thereon, and the acceptance of the donation of parcel of ground identified as UDP-2A on said drawing, which together form UDP-2.

WHEREAS, St. Charles Parish has operated a recreational facility known as the East Bank Bridge Park for several years; and,

WHEREAS, the demand for recreational services to be provided by St. Charles Parish to the public is always increasing; and,

WHEREAS, St. Charles Parish has an opportunity to secure additional property consisting of 8.211 acres immediately contiguous and adjacent to the East Bank Bridge Park from P & L Investments IX, L.L.C.; and,

WHEREAS, the 8.211 acre parcel is identified as UDP-2, and consists of UDP-2-A which is 2.04 acres currently under lease to St. Charles Parish and used by St. Charles Parish, and UDP-2-B which is 6.17 acres; and,

WHEREAS, the acquisition of this property will serve the public purpose of recreation; and,

WHEREAS, while the property identified as UDP-2-B has been appraised for $940,000.00, P & L Investments IX, L.L.C. has offered to sell the property to St. Charles Parish for $20,000.00 per acre while donating the balance of the remaining value to St. Charles Parish; and,

WHEREAS, on December 29, 2017, P & L Investments IX, L.L.C. donated the parcel of ground identified as UDP-2-A to St. Charles Parish, all as shown on the Act of Donation recorded at Entry No. 429383, MOB 856, Folio 465 of the records of the Clerk of Court for the Parish of St. Charles, a copy of which is attached hereto as Exhibit "B"; and,

WHEREAS, St. Charles Parish now desires to purchase the property known as UDP-2-B and accept the Donation of UDP-2-A.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS that the St. Charles Parish President is hereby authorized to execute any and all documents necessary to effectuate the purchase of the property identified as UDP-2-B on the Murray Architects Drawing No. A.0.1, dated December 12, 2016, containing approximately 6.17 acres, and identified as "Exhibit A" attached hereto and made a part hereof, to effectuate said purchase for the total sum of ONE HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED AND NO/100THS ($123,400.00) from its current owner, P & L Investments, IX, L.L.C., and to accept the donation of the balance of the value of the property from P & L Investments, IX, L.L.C., and to accept the Act of Donation of UDP-2-A by P & L Investments IX, L.L.C. dated December 29, 2017, recorded at Entry No. 429383. Conveyance Book 856, Folio 465 of the records of the Clerk of Court for the Parish of St. Charles all as more fully shown on the Cash Sale, Act of Donation and Acceptance of Donations attached hereto as Exhibit "C".

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

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

And the ordinance was declared adopted this 9th day of July, 2018, to become effective (5) days after publication in the Official Journal.

CHAIRMAN: [signature]
INTERIM SECRETARY: Valerie Berthelot
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: DISAPPROVED:

PARISH PRESIDENT: [signature]
RETD/SECRETARY: July 11, 2018
AT: 12:30pm RECD BY: LB

STATE OF LOUISIANA

PARISH OF ST.CHARLES

ACT OF DONATION

BE IT KNOWN, before me, CHRISTOPHER ROBLES, a Notary Public, duly commissioned and qualified in and for the aforementioned state and parish, and in the presence of the witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED:

P & L Investments IX, L.L.C., sole member, Perri Iger, Tax Identification Number XX-XXX8062, a Limited Liability Company organized and existing under and by virtue of the laws of the State of Louisiana, represented herein by Paul J. Murray, III, by virtue of a Certification of Authority which is recorded at Entry No. 418594, Parish of St. Charles, State of Louisiana; whose present mailing address is 13760 River Road, Destrehan, LA 70047; hereinafter referred to as "DONOR",

who, after being duly sworn by me, DONOR does by these presents irrevocably give, grant and donate, inter vivos unto St. Charles Parish, a Political Subdivision of the State of Louisiana, whose mailing address P.O. Box 302, Hahnville, La 70057, the following described property:

A portion of Tract UDP-2 originally shown on survey prepared by Riverlands Surveying Company, dated 10/06/2016, and recorded at Entry Number 418596, Book 838, Page 518, being located in the Parish of St. Charles, State of Louisiana, in Section 4, T13S, R8E, Southeastern District of Louisiana, East of the Mississippi River. Said portion of Tract UDP-2 herein donated is shown on the attached drawing by Murray Architects, as "UDP-2-A", containing approximately 2.04 acres.

DONOR declares that it is their intention to make a donation inter vivos to DONEE, and declares that the current fair market value of the property donated herein is $577,632.12.

Donor acknowledges that said "Tract UDP-2-A" being donated is not a legal lot of record, not yet having been subdivided or approved by St. Charles Parish, and with the donation hereof, leaves adjoining "Tract UDP-2-B" as shown on attached map as a "landlocked" property. Donor releases Donee, Notary, and Choice Title from any and all responsibility with regard to merchantability of title for Tracts UDP 2-A and UPD-2-B, and further releases all parties from any liability or damage incurred from this donation.

Donor is aware that Donee is not present at execution of this Donation, and that title insurance, and research are not requested or provided herein.

THUS DONE AND SIGNED at Destrehan, St. Charles Parish, Louisiana, on December 29, 2017, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers and me, Notary, after due reading of the whole.

WITNESSES:
Print Name: MITZI ANTHONY
KB Montalbano
Print Name: Katelyn B. Montalbano

P & L Investments IX, L.L.C.
BY: Paul J. Murray, III,
Duly Authorized Representative

NOTARY PUBLIC

CHRISTOPHER ROBLES
Notary Public
State of Louisiana
Jefferson Parish
Notary ID # 143409
My Commission is for Life

CASH SALE, ACT OF DONATION AND ACCEPTANCE OF ACT OF DONATIONS — **UNITED STATES OF AMERICA**

BY P & L INVESTMENTS IX, L.L.C. — **STATE OF LOUISIANA**

TO ST. CHARLES PARISH — **PARISH OF ST. CHARLES**

BE IT KNOWN, That on dates subscribed below,

BEFORE ME, the undersigned Notary or Notaries Public, in and for the Parish of St. Charles, State of Louisiana, duly commissioned and qualified, and in the presence of the witnesses hereafter named and undersigned, personally came and appeared:

P & L INVESTMENTS IX, L.L.C., a Louisiana limited liability company, whose mailing address is 13760 River Road, Destrehan, Louisiana, 70047, appearing herein through Paul J. Murray, III, its agent duly authorized by Authorization dated September 27, 2016, recorded in the records of the Clerk of Court, St. Charles Parish, at Entry No. 418594, COB 838, folio 510, attached hereto and made a part hereof, (hereinafter referred to as "Seller/Donor"),

who declared that for the consideration and upon the terms and conditions hereinafter expressed, do by these presents sell, grant, bargain, assign, transfer, deliver, abandon, set over and make a manual gift and donation inter vivos, with all lawful warranties and with substitution and subrogation to all rights and actions of warranty against all preceding owners and vendors, unto

> **ST. CHARLES PARISH,** a political subdivision of the State of Louisiana, herein represented by Larry Cochran, its Parish President, whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to Ordinance No. 18-7-5, adopted by St. Charles Parish Council on July 9, 2018 a copy of which is attached hereto and made a part hereof (hereinafter referred to as Purchaser/Donee"),

here present, accepting, purchasing and acknowledging delivery and possession of the following described property, to-wit:

> A portion of Lot 822, Block C, Plantation Business Campus, further identified as UDP-2-B containing approximately 268,887 square feet or 6.17 acres, all as more fully shown on Exhibit C-1 attached.

To have and to hold the said property unto the said "Purchaser/Donee" forever.

The "Seller/Donor" and the "Purchaser/Donee" do hereby declare the value of the property hereinabove described and transferred is $940,000.00 and the consideration for said transfer is

ONE HUNDRED TWENTY-THREE THOUSAND FOUR HUNDRED AND NO/100THS ($123,400.00) DOLLARS, lawful and current money of the United States of America, which amount the "Purchaser/Donee" has paid in ready cash, receipt of which is hereby acknowledged by the "Seller/Donor", and full discharge and acquittance granted therefor; and the balance of the consideration is donated by the "Seller/Donor" to the "Purchaser/Donee", and which is hereby accepted by the "Purchaser/Donee".

Taxes for 2017 are paid. The parties hereto waive any conveyance, mortgage, tax and any other certificates and relieve and release me/us, Notary/Notaries, from any and all responsibility in connection therewith. The parties also acknowledge that no examination of the title has been made by us, Notary/Notaries, and the parties agree to relieve, release, defend, save, hold harmless, and indemnify me/us, Notary/Notaries, from any and all claims, liabilities, and responsibilities in connection therewith.

And further, St. Charles Parish acknowledges that by Act of Donation by P & L Investments, IX, L.L.C. dated December 29, 2017, P & L Investments, IX, L.L.C. donated the following described property to it, to-wit:

> A portion of UDP-2 originally shown on survey prepared by Riverlands Surveying Company, dated October 6, 2016, and recorded at Entry No. 418596, Book 838, Page 518, being located in the Parish of St. Charles, State of Louisiana, in Section 4, T13S, R8E, Southeastern District of Louisiana, East of the Mississippi River. Said portion of UDP-2 herein donated is shown on the attached drawing by Murray Architects as "UDP-2-A", containing approximately 2.04.

Said Act of Donation was duly executed by and on behalf of P & L Investments, IX, L.L.C. by authentic act before Christopher Robles, Notary Public, and was recorded on December 29, 2017, at Entry No. 429383, Conveyance Book 856, Folio 465 of the records of the Clerk of Court for the Parish of St. Charles, and said donation is hereby accepted by St. Charles Parish, reserving any attestation to its value.

The parties further declare that it is their intent that, by this Act, the entirety of UDP-2 is being transferred to St. Charles Parish by P & L Investments, IX, L.L.C.

All the agreements and stipulations herein contained, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors, and assigns of the respective parties hereto.

THUS DONE AND PASSED in my office at _____, Louisiana, on the _____day of _____, 2018, in the presence of the named and undersigned witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES: **P & L INVESTMENTS IX, L.L.C.**

_____ BY:_____

NAME: **PAUL J. MURRAY, III, AGENT FOR PERRI IGER**

_____

NAME:

_____
NOTARY PUBLIC
NAME:_____ **BAR NO.**_____

THUS DONE AND PASSED in my office at _____, Louisiana, on the _____day of _____, 2018, in the presence of the named and undersigned witnesses, who hereunto sign their names with the said appearers and me, Notary, after reading of the whole.

WITNESSES: **ST. CHARLES PARISH**

_____ BY:_____

NAME: **LARRY COCHRAN, PRESIDENT**

_____

NAME:

_____
ROBERT L. RAYMOND
NOTARY PUBLIC BAR NO. 11408

STATE OF LOUISIANA
PARISH OF Washington DC

AUTHORIZATION
TO ACT FOR
P & L Investments, IX, L.L.C.
A LIMITED LIABILITY COMPANY

BE IT KNOWN that on 9/27/16, before me, Kathleen Hardt, a Notary Public duly commissioned and qualified in and for aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

Perri Iger, Managing Member, XXX-XX-0744, whose present mailing address is One American Place, 23rd Floor, 301 Main Street, Baton Rouge, La 70801;

Gary Silversmith, Member, XXX-XX-9213, whose present mailing address is One American Place, 23rd Floor, 301 Main Street, Baton Rouge, La 70801;

who, after being duly sworn, did acknowledge and declare that they are all of the members of P & L Investments, IX, L.L.C., a Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that they do hereby authorize and empower Paul J. Murray, III to act for and in the name of the said P & L Investments, IX, L.L.C., to transact the following on behalf of P & L Investments, IX, L.L.C.:

Sell, purchase, quitclaim, donate, partition, exchange, compromise, re-subdivide, mortgage, assign, lease, pledge, subordinate or release any or all property, interests or rights of any kind owned by, or to be acquired by, P & L Investments, IX, L.L.C. pertaining to property formerly or currently owned by BP Products North America, Inc. located in Destrehan, St. Charles Parish, Louisiana.

The said Paul J. Murray, III is authorized to sign all documents, of every kind whatsoever, for and in the name of P & L Investments, IX, L.L.C., and to take all such actions in its name as may, in the sole and exclusive judgment of Paul J. Murray, III, be necessary to accomplish the authority expressed above.

Any person dealing with Paul J. Murray, III may assume that the authority conferred upon him by this document is still in full force and effect unless and until there is recorded in the conveyance records of St. Charles an express revocation of such authority.

THUS DONE AND SIGNED on the day and date set forth above at the City of WASHINGTON, District of Columbia, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

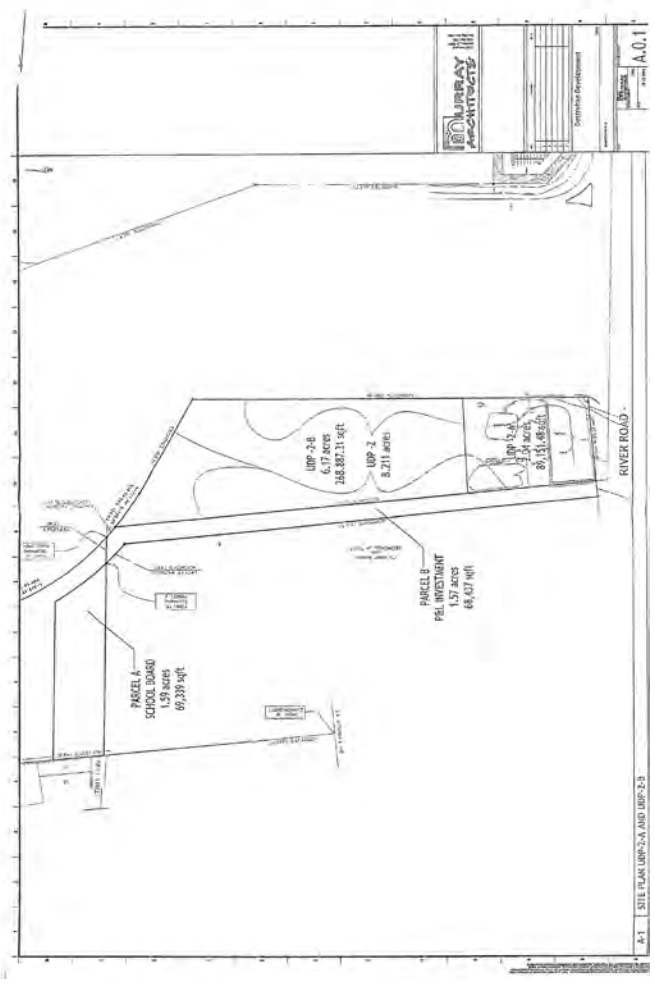
Print Name:

Perri Iger

Gary Silversmith

KATHLEEN HARDT
NOTARY PUBLIC
District of Columbia
My Commission Expires May 14, 2021

NOTARY PUBLIC



2018-0151
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF LEGAL SERVICES)

ORDINANCE NO. 18-7-6

An ordinance authorizing the Parish President to accept the donation of property known as the East St. Charles Volunteer Fire Station No. 2 from P & L Investments IX, L.L.C. for the East St. Charles Volunteer Fire Department's continued use.

WHEREAS, P & L Investments IX, L.L.C. is the current owner of property known as the East St. Charles Volunteer Fire Station No. 2, more fully identified on Exhibit A attached hereto; and,

WHEREAS, St. Charles Parish currently leases the property known as the East St. Charles Volunteer Fire Station No. 2 for the sum of $1.00 per year and has leased said property since on or about October, 1991; and,

WHEREAS, P & L Investments IX, L.L.C. now desires to donate said property to St. Charles Parish and St. Charles Parish desires to accept the donation of said property from P & L Investments IX, L.L.C.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS that the Parish President be authorized to execute the Agreement to Donate, attached hereto on behalf of St. Charles Parish; and

BE IT FURTHER ORDAINED that the Parish President be authorized to execute an Act of Donation in the form and substance of the one attached hereto to acquire ownership of the subject property known as the East St. Charles Volunteer Fire Station No. 2.

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

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

And the ordinance was declared adopted this 9th day of July, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
INTERIM SECRETARY: Valerie Berthelot
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: July 11, 2018
AT: 12:30pm RECD BY: VB

THIS AGREEMENT, effective as of the date of July 11, 2018 and entered into by and between:

P& L Investments, IX, L.L.C., a Louisiana, a limited liability company, which mailing address is 13760 River Road, Destrehan, Louisiana, 70047, appearing herein through Paul J. Murray, III, its agent duly authorized by Authorization dated September 27, 2016, recorded in the records of the Clerk of Court, St. Charles Parish, at Entry No. 418594, COB 838, folio 510, attached hereto and made a part hereof, (hereinafter referred to as "Donor"), and

St. Charles Parish a political subdivision of the State of Louisiana, whose mailing address is P. O. Box 302, Hahnville, LA, 70057 and whose tax identification number is 72-6001208, (hereinafter referred to as "Donee").

1. **Property:** In consideration of the mutual obligations undertaken herein, Donor does hereby agree to donate and Donee does hereby agree to accept the donation, subject to the terms and conditions hereinafter set forth, the property known as **identified as Tract 4-II-A-4,** all as more fully shown on **Exhibit A** attached hereto (said interest being hereinafter collectively referred to as the "Property").

2. **Conditions to Close:**
   A. Donee must obtain approval by Ordinance of the St. Charles Parish Council before it can accept the donation of this property, and this Agreement, therefore, is subject to St. Charles Parish obtaining said approval.
   B. Donee is to deliver a 25' servitude of access identified as Tract 4-II-A-4, adjacent to the donated property said servitude of access being in favor of tract 4-II-A-5, and properties to the east or south of said servitude currently owned by P&L Investments, IX, L.L.C.

3. **Representations and Warranties:**
   Donor represents and warrants to Donee that:
   a) Donor is the sole owner of the Property and has good valid and merchantable title to the Property; that Donor is the only owner of the Property; and all requisite action has been taken to make this Agreement valid and binding in accordance with its terms.
   b) There is no litigation pending or, to the best of Donor's knowledge, threatened, against or relating to Donor or any of the Property, including, without limitation, any proceedings for collection of taxes, condemnation or other exercise of eminent domain, or proceedings affecting the annexation or zoning of any of the Property and Donor is not presently in bankruptcy and has not filed for bankruptcy;
   c) There are no outstanding sales contracts, options to purchase, rights of first refusal to purchase or lease, or any other contracts with respect to any of the Property and any no leases or other agreements for use, occupancy or possession with respect to any of the Property shall be terminated at Donor's expense at least ten (10) days prior to Closing.
   d) Any improvements made to the Personal Servitude of Passage, shall be made in strict accordance with any and all applicable Parish Subdivision and/or Construction requirements and only after receiving all necessary approvals.
   e) Between the Effective Date and the Closing, Donor shall not make or enter into any contract, option, lease or other agreement for the sale, lease, use, occupancy or possession of all or any part of the Property without the prior written approval of Donee.

4. **Donation with Warranty:** Donor's ability to deliver to Donee a merchantable title is a condition precedent to Donee's obligations hereunder. Donor's inability to deliver such title within the time stipulated herein permits Donee to terminate this Agreement upon delivery of written notice to Donor prior to the Closing. At Closing Donor shall deliver a good, valid and merchantable title to the Property to Donee with full warranties of title, and with full substitution and subrogation in and to all rights and actions of warranty which said Donor has or may have against all preceding owners. At the sole expense of Donee, Donee shall order a title insurance commitment insuring title to the Property. If Donee's title examination reveals any valid exceptions, claims or defects which would render Donor's title to the Property unmerchantable (hereinafter "Defects"), Donee shall have the right to either cancel this Agreement or shall promptly notify Donor and Donor shall, at Donor's expense, take all reasonable efforts to cure such Defects. The Closing Date will be extended by an additional sixty (60) days from the date of receipt of Donee's notice in order to cure or remove such Defects. Should Donor be unable to cure or remove any Defect, Donee shall have the right to either terminate this Agreement and its obligations hereunder or to proceed with the purchase of the Property subject to such Defect. If Donee elects to terminate this Agreement in the manner hereinabove provided, Donee shall be entitled to the return of the Deposit. At Closing Donor shall pay and release all amounts secured by mortgages, deeds of trust or other liens on the Property ("Monetary Liens"). Should Donor decline or be unable to cure or remove any Defect, Donee shall have the right to terminate this Agreement and its obligations hereunder. If Donee elects to terminate this Agreement in the manner hereinabove provided, Donee shall be reimbursed its out of pocket expenses for any environmental assessment it ordered of the Property and shall be entitled to reimbursement of its expenses in ordering the Title Commitment.

5. **Donor's Obligations:** Donor shall make available for Donee's inspection and copying the following within ten (10) days after the effective date hereof:
   (i) all title opinions and/ or title insurance policies insuring title to the Property;
   (ii) all ad valorem tax statements for the Property for the 2016 tax years;
   (iii) any existing survey of the Property;
   (iv) any environmental audit or review of the Property;
   (v) all leases affecting the Property.

6. **Environmental Representations:** Seller hereby represents and warrants that as of the date hereof and as of the Closing hereunder (i) as long as Seller has owned the Property, Seller has not ever caused or permitted any hazardous materials or substances to be placed, held, located, or disposed of on, under or at the Property or any part thereof, and (ii) Seller does not have any knowledge that any person has ever caused or permitted any hazardous materials or substances to be placed, held, located, or disposed of, on, under or at the Property or any part thereof. The representations and warranties contained in this paragraph shall survive the Closing. Seller represents and warrants to Purchaser that Seller has not received written notice from any federal, state or local government of any current violation of any city, county, state, federal, building, land use, fire, health, safety, environmental, hazardous materials or other governmental or public agency codes, ordinances, regulations, or orders with respect to the Property, or any lands adjacent to the Property. The representations and warranties contained in this paragraph shall survive the Closing.

7. **Date of Closing:** the Closing shall take place on or before January 31, 2018 or within thirty (30) days of adoption of the ordinance authorizing the purchase, whichever is later.

8. **Closing:**
   (A) At the Closing, annual rentals, operating expenses, and real and personal property taxes relating to the Property, shall be prorated as of the Closing. If the current year's immovable property taxes and/or rentals are not available as of the Closing, then the taxes and/or rental paid during the preceding calendar year tentatively shall be used in computing the prorations applicable to the current year. Should actual taxes billed by the applicable governmental authorities vary from those used for proration at Closing, appropriate adjustments shall be made between the parties based on actual taxes as soon as practicable after the actual taxes are determined, notwithstanding that the Closing has already occurred.
   (B) At the Closing, Donor shall execute and/or deliver to Donee the following:
   (i) An act of Donation with full warranties in recordable form acceptable to Donee;
   (C) As provided above, Donor shall convey title with full warranty of title and with full substitution and subrogation to all of Donor's rights against prior owners and warrantors.
   (D) Donor shall pay a reasonable vendor's closing fee and all conveyance, mortgage and tax research certificates in the name of Donor insofar as they may affect the Property and all title curative work. All costs for preparation, recordation, registration and transfer of the Act of Donation of Property from Donor to Donee, all title insurance costs shall be borne by Donee and all other fees and costs in connection with the sale of the Property, unless otherwise stipulated to the contrary herein. Each party shall pay the cost and expense for their respective attorneys.
   (E) The Closing shall be passed at Donee's attorneys' office.

9. **Attorneys' Fees:** If any party fails to comply with the terms of this offer, if accepted, then such defaulting party is obligated to and agrees to pay all reasonable attorneys' fees and costs incurred by the non-defaulting party in enforcing its respective rights.

10. **Notices:** All notices, demands or other communications of any type (hereinafter "Notice") given by Donor to Donee or by Donee to Donor, whether required by this Agreement or in anyway related to the transaction contemplated herein, shall be in writing and delivered to the person to whom the Notice is directed, either in person, or by Federal Express or similar overnight delivery service, or by United States Mail, registered or certified, return receipt requested. Any notice given or received by either party's attorney shall have the same effect as though given or received by such party personally. Notice delivered by mail shall be effective when received or when tendered for delivery, and shall be addressed, if to Donor, as follows:

    P&L Investments IX, L.L.C.
    13760 River Road
    Destrehan, LA 70047

    and addressed, if to Donee, as follows:

    St. Charles Parish
    c/o Parish President
    P. O. Box 302
    Hahnville, LA 70057

    with a copy to:

    Robert L. Raymond
    14108 River Road
    Destrehan, Louisiana 70047

Either party may change the address for Notice specified above by giving the other party ten (10) days advance written notice of such change of address.

11. **Expropriation and Annexation:** Donor hereby warrants that it has not received notification of any pending or threatened expropriation or condemnation proceeding involving the Property or any portion thereof. If the Property is taken in whole or part by condemnation or expropriation proceedings, between the date of mutual execution of this Agreement and the date of Closing, this Agreement may, at Donee's option, be terminated, whereupon neither party shall have any further liability or obligation to the other hereunder and the Deposit shall be returned to Donee. Alternatively, Donee may elect to accept the Property in its then condition, whereupon any condemnation award shall be assigned and/or paid to Donee at Closing..

DONORS: **DONEE:**

P&L INVESTMENTS IX, L.L.C. **ST. CHARLES PARISH**

BY: BY:
PAUL J. MURRAY, III LARRY COCHRAN
DATE: 9-20-2018 DATE: 7-11-18
TIME: 3:15 pm TIME: 12:00

STATE OF LOUISIANA
PARISH OF Washington DC

AUTHORIZATION
TO ACT FOR
P & L Investments, IX, L.L.C.
A LIMITED LIABILITY COMPANY

BE IT KNOWN that on 9/27/16, before me, Kathleen Hardt, a Notary Public duly commissioned and qualified in and for aforesaid parish and state, and in the presence of the undersigned witnesses, personally came and appeared:

Perri Iger, Managing Member, XXX-XX-0744, whose present mailing address is One American Place, 23rd Floor, 301 Main Street, Baton Rouge, La 70801;

Gary Silversmith, Member, XXX-XX-9213, whose present mailing address is One American Place, 23rd Floor, 301 Main Street, Baton Rouge, La 70801;

who, after being duly sworn, did acknowledge and declare that they are all of the members of P & L Investments, IX, L.L.C., a Limited Liability Company organized under the laws of the State of Louisiana, whose Articles of Organization are recorded in the office of the Louisiana Secretary of State, and that they do hereby authorize and empower Paul J. Murray, III to act for and in the name of the said P & L Investments, IX, L.L.C., to transact the following on behalf of P & L Investments, IX, L.L.C.:

Sell, purchase, quitclaim, donate, partition, exchange, compromise, re-subdivide, mortgage, assign, lease, pledge, subordinate or release any or all property, interests or rights of any kind owned by, or to be acquired by, P & L Investments, IX, L.L.C. pertaining to property formerly or currently owned by BP Products North America, Inc. located in Destrehan, St. Charles Parish, Louisiana.

The said Paul J. Murray, III is authorized to sign all documents, of every kind whatsoever, for and in the name of P & L Investments, IX, L.L.C., and to take all such actions in its name as may, in the sole and exclusive judgment of Paul J. Murray, III, be necessary to accomplish the authority expressed above.

Any person dealing with Paul J. Murray, III may assume that the authority conferred upon him by this document is still in full force and effect unless and until there is recorded in the conveyance records of St. Charles an express revocation of such authority.

THUS DONE AND SIGNED on the day and date set forth above at the City of WASHINGTON, District of Columbia, the parties hereto having affixed their signatures, together with me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

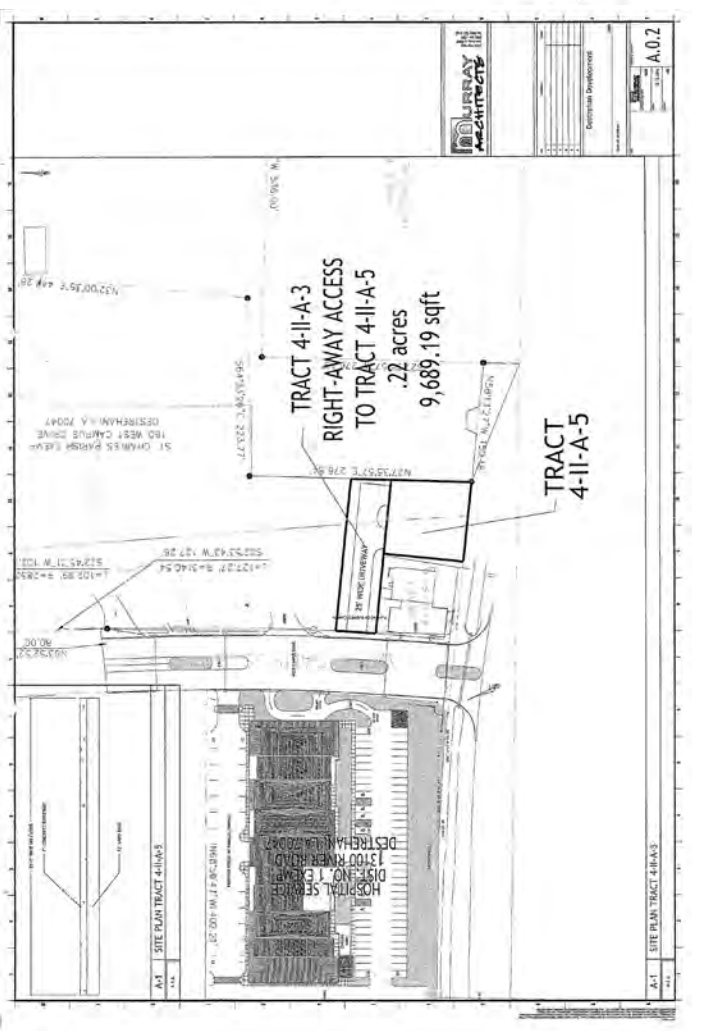
Print Name:

Perri Iger

Gary Silversmith

KATHLEEN HARDT
NOTARY PUBLIC
District of Columbia
My Commission Expires May 14, 2021

NOTARY PUBLIC



2018-0174
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. 18-7-7

An ordinance approving and authorizing the execution of an Act of Dedication for Destrehan Plantation Estates Subdivision, Destrehan.

WHEREAS, P & L Investments IX, LLC is the owner and Destrehan Plantation Development, LLC is the developer of property located in Section 4, T-13-S & R-8-E and indicated on a Final Plat prepared by Stephen P. Flynn, P.L.S., dated April 6, 2018 (revised June 18, 2018) entitled FINAL PLAN DESTREHAN PLANTATION ESTATES Survey plat and resubdivision of Tract 4-II-A-2A, a portion of undesignated tract C of Plantation Business Campus & A Portion of Whirlpool Corp Property 1-II into Lots 1 through 30 Situated in Section 4, T-13-S, R-8-E Destrehan, St. Charles Parish, Louisiana; and,

WHEREAS, said subdivision has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended; and,

WHEREAS, all required reviews and approvals for the subdivision are complete.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Act of Dedication by Destrehan Plantation Development, LLC for Destrehan Plantation Estates, is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the Final Plat and Act of Dedication on behalf of St. Charles Parish.

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

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

And the ordinance was declared adopted this 9th day of July, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
INTERIM SECRETARY: Valerie Berthelot
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: ✓ DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: July 11, 2018
AT: 12:30pm RECD BY: VB

ACT OF DEDICATION **UNITED STATES OF AMERICA**

BY: DESTREHAN PLANTATION DEVELOPMENT, LLC **STATE OF LOUISIANA**

TO: PARISH OF ST. CHARLES **PARISH OF ST. CHARLES**

BE IT KNOWN, that on this _____ day of _____, in the year of Our Lord two thousand and eighteen (2018),

BEFORE ME, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

PERSONALLY CAME AND APPEARED:

> **DESTREHAN PLANTATION DEVELOPMENT, LLC,** a Louisiana limited liability company appearing herein by and through Paul J. Murray, III, duly authorized as evidenced by the Certificate of Authority dated June 7, 2018, which is attached hereto and which is issued in accordance with the Articles of Organization dated January 24, 2017, and which are on file with the Louisiana Secretary of State.

Who after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated on the East Bank of St. Charles Parish, which lands are designated as DESTREHAN PLANTATION ESTATES, described as follows:

> Tract 4-II-A-2A, a portion of undesignated Tract C of Plantation Business Campus and a portion of Whirlpool Corp. Property 1-II situated in Section 4, T-13-E, R-8-E, Destrehan, St. Charles Parish, Louisiana.

DESTREHAN PLANTATION DEVELOPMENT, LLC further declared unto me that it has caused that portion of the above property designated as DESTREHAN PLANTATION ESTATES on the survey by Stephen P. Flynn., PLS, dated April 6, 2018 and revised on June 14, 2018, to be laid out in lots on the plan of survey and/or resubdivision referred to above, a copy of which is attached and made part hereof; and

DESTREHAN PLANTATION DEVELOPMENT, LLC further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out a certain street within DESTREHAN PLANTATION ESTATES which is named and identified in accordance with the annexed plan of Stephen P. Flynn., PLS, dated April 6, 2018 and revised on June 14, 2018, as Audubon Place. Also by this Act, DESTREHAN PLANTATION DEVELOPMENT, LLC does hereby create the street identified below as being a part of DESTREHAN PLANTATION ESTATES, the description of which street is as follows, to-wit:

Beginning at a point being the northwest intersection of LA Highway 48 - River Road and Audubon Place.

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lots 30 and 29 along a tangent curve to the right with a radius of 483.65', a curve length of 187.53' and a chord bearing of N38°05'06"E a distance of 186.36' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lots 29 and 28 along a tangent curve to the left with a radius of 200.00', a curve length of 103.45' and a chord bearing of N34°22'28"E a distance of 102.30' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lots 28, 27, 26, 25, 24, 23, 22 & 21 along a tangent curve to the right with a radius of 1890.96', a curve length of 634.13' and a chord bearing of N29°09'47"E a distance of 631.16' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lots 21, 20, 19, 18, and 17 along a tangent curve to the left with a radius of 704.55', a curve length of 390.52' and a chord bearing of N22°53'27"E a distance of 385.54' to a point;

Thence proceed in a northwesterly direction along the west right of way of Audubon Place being the east line of Lot 17 along a tangent curve to the left with a radius of 25.00', a curve length of 22.04' and a chord bearing of N18°14'27"W a distance of 21.33' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lot 16 along a tangent curve to the right with a radius of 50.00', a curve length of 99.42' and a chord bearing of N13°28'19"E a distance of 83.83' to a point;

Thence proceed in a northeasterly direction along the west right of way of Audubon Place being the east line of Lot 16 along a non-tangent curve to the right with a radius of 175.00', a curve length of 26.95' and a chord bearing of N22°13'57"E a distance of 26.92' to a point;

Thence proceed in a southeasterly direction along the north right of way of Audubon Place being the north line of Destrehan Plantation Estates being the south line of a portion of undesignated Tract C of Plantation Business Campus a bearing of S64°02'13"E a distance of 50.00' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 15 along a non-tangent curve to the left with a radius of 125.00', a curve length of 13.66' and a chord bearing of S23°47'12"W a distance of 13.65' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 15 along a non-tangent curve to the right with a radius of 50.00', a curve length of 88.72' and a chord bearing of S01°58'38"W a distance of 77.53' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 14 along a tangent curve to the left with a radius of 25.00', a curve length of 20.12' and a chord bearing of S29°45'37"W a distance of 19.58' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lots 14, 13, 12, 11 and 10 along a tangent curve to the right with a radius of 754.55', a curve length of 422.21' and a chord bearing of S22°44'24"W a distance of 416.73' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lots 10, 9, 8, 7, 6, 5, 4 and 3 along a tangent curve to the left with a radius of 1840.96', a curve length of 637.29' and a chord bearing of S28°51'10"W a distance of 634.11' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 3 along a tangent curve to the left with a radius of 200.00', a curve length of 67.12' and a chord bearing of S09°19'19"W a distance of 66.80' to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lots 2 & 1 along a tangent curve to the right with a radius of 483.65', a curve length of 206.40' and a chord bearing of S11°56'01"W a distance of 204.83' to a point;

Thence proceed in a northwesterly direction along the south right of way of Audubon Place being the north right of way of LA Highway 48 – River Road a bearing of N66°09'04"W a distance of 175.02' to a point;

The Point of Beginning

The said appearer further declared unto me, Notary, that on the aforesaid plan it has also designated and labeled various servitudes for utility and drainage purposes, the description of which are as follows:

Legal Description: Sewer Servitude (Lots 9-10)

That piece or portion of ground being a sewer servitude over a portion of Lot 9 & Lot 10 of Destrehan Plantation Estates, situated in Section 4, T-13-S, R-8-E, Southeast Land District, East of the Mississippi River, Destrehan, St. Charles Parish, Louisiana with reference to a resubdivision by Stephen P. Flynn, P.L.S. dated April 6, 2018, revised June 14, 2018 and being more fully described as follows:

Beginning at a point at the intersection of the easterly right-of-way of Audubon Place and northwest corner of Lot 9 being the southwest corner of Lot 10.

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 9 along a non-tangent curve to the left a radius of 1840.96' feet for an arc length of 7.63' feet along a chord which bears S36°35'14"W a distance of 7.63' feet to a point;

Thence proceed in a southeasterly direction along the south line of a sewer servitude a bearing of S64°02'13"E a distance of 194.68 feet to a point;

Thence proceed in a southwesterly direction along the west line of a sewer servitude a bearing of S25°57'47"W a distance of 25.50' feet to a point;

Thence proceed in a southeasterly direction along the south line of a sewer servitude a bearing of S64°02'13"E a distance of 15.00' feet to a point;

Thence proceed in a northeasterly direction along the east line of a sewer servitude being the east line of Lot 9 and Lot 10 and the west right of way of Destrehan Boulevard and the west line of the Nabisco Lot a bearing of N25°57'47"E a distance of 40.50' feet to a point;

Thence proceed in a northwesterly direction along the north line of a sewer servitude a bearing of N64°02'13"W a distance of 206.84' feet to a point;

Thence proceed in a southwesterly direction along the east right of way of Audubon Place being the west line of Lot 10 along a non-tangent curve to the left a radius of 1840.96' feet for an arc length of 7.64' feet along a chord which bears S36°49'29"W a distance of 7.64' feet to a point;

The Point of Beginning
Said sewer servitude parcel contains 0.0805 acres (3,507 square feet).

The said appearer further declared unto me, Notary, that under the covenants, conditions, and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish, the said Audubon Place as hereinabove described and does hereby grant the various servitudes for utility and drainage purposes, all as shown on the annexed plan by Stephen P. Flynn., PLS, dated April 6, 2018 and revised on June 14, 2018 to the public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general.

The said appearer further declared unto me, Notary that the aforesaid dedication and grant of servitudes are subject to all of the following terms and conditions, to-wit:

1. The dedication of the fee ownership of the property covered by the street identified hereinabove as Audubon Place, only as far as said street is located within the DESTREHAN PLANTATION ESTATES.
2. The herein grant of the various servitudes for utility and drainage purposes shall constitute the granting only of a right of use being a limited personal servitude in favor of St. Charles Parish.
3. The appearer does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid dedication of DESTREHAN PLANTATION ESTATES, and the utility and drainage servitudes granted herein. In that connection the appearer does however, agree to prohibit the use of any part of the surface of any of the property covered by Audubon Place and the servitudes granted herein with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the appearer's plan and intention to impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals.
4. The herein dedication of the street and grant of servitudes for utility and drainage purposes are made by the appearer without any warranty whatsoever, except as provided herein.
5. Appearer warrants that all servitudes and streets have been placed within the servitudes granted herein.
6. The Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as a public street. The Parish must further bind and obligate itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
7. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the street dedicated herein, and maintaining the various utility and drainage facilities within the various utility and drainage servitude areas.
8. The grant herein of various servitudes for utility and drainage purposes is not exclusive and the appearer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the street dedicated herein to any of the lots in the DESTREHAN PLANTATION ESTATES.
9. The dedication and grant made herein are made subject to any existing servitudes affecting the DESTREHAN PLANTATION ESTATES, such as by way of illustration but not limitation, pipeline servitudes and levees.
10. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Appearer warrants that the herein dedication of the street and grant of servitudes are free of any liens and/or encumbrances and that no lots in DESTREHAN PLANTATION ESTATES have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing through Larry Cochran, Parish President, duly authorized by virtue of Ordinance of said Parish adopted on 7/9/2018, a certified copy of which is annexed hereto and made part hereof,

and said St. Charles Parish does hereby accept, approve and ratify there herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the street in said subdivision dedicated herein has been satisfactorily completed in accordance with all requirements, and that all utility and drainage facilities in DESTREHAN PLANTATION ESTATES have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said street and utility and drainage facilities and assumes the maintenance thereof.

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

DESTREHAN PLANTATION DEVELOPMENT, LLC
BY:

NAME:

PAUL J. MURRAY, III

NAME:

NOTARY PUBLIC
ROBERT L. RAYMOND
LSBA BAR NO. 11408

THUS DONE AND PASSED, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

ST. CHARLES PARISH
BY:

NAME:

LARRY COCHRAN
PARISH PRESIDENT

NAME:

NOTARY PUBLIC
ROBERT L. RAYMOND
LSBA BAR NO. 11408

CERTIFICATE OF AUTHORITY FOR
Destrehan Plantation Development, LLC

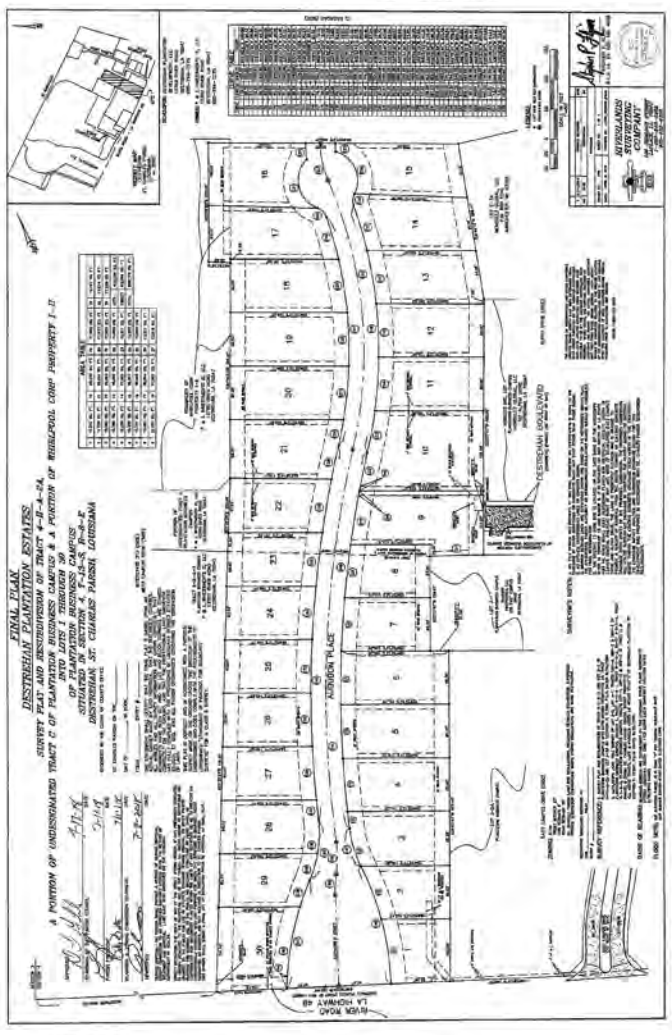
Michael Tabb or Paul J. Murray III is hereby authorized to sign and execute on behalf of Destrehan Plantation Development, LLC any and all documents as he deems appropriate and necessary, in connection with the Act of Dedication to St. Charles Parish of all improvements in the Destrehan Plantation Estates.

CERTIFICATE

The undersigned duly designated certifying official does hereby certify that the foregoing Certificate of Authority has been duly adopted and approved by the Company this 7 day of June, 2018.

Destrehan Plantation Development, LLC

BY: Paul J. Murray III



2018-0175
INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)
RESOLUTION NO. 6353
A resolution providing mandatory support for the Planning and Zoning Commission's approval to add dwelling units to a legally nonconforming multi-family building in a C-2 zoning district on Lots 1, 2, & 3, Square 201, Ellington Addition Subdivision, municipal address 201 Milling Avenue, Luling.

WHEREAS, Patrick O'Malley requests a special permit use to add dwelling units to a legally nonconforming multi-family building in a C-2 zoning district; and,

WHEREAS, the St Charles Parish Department of Planning and Zoning recommended approval of the special permit use with the following stipulation at its regular meeting on June 7, 2018.

1. That the Planning Department can approve the location of additional parking at permitting.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL hereby provides this resolution in support of the Planning and Zoning Commission's approval of a Special Permit Use to add dwelling units to a legally nonconforming multi-family building in a C-2 zoning district on Lots 1, 2, & 3, Square 201, Ellington Addition Subdivision, municipal address 201 Milling Avenue, Luling.

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

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

And the resolution was declared adopted this 9th day of July, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
INTERIM SECRETARY: Valarie Berthelot
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: July 11, 2018
AT: 12:30 pm RECD BY: VB

2018-0141

RESOLUTION NO. 6354
A resolution to appoint an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles.

WHEREAS there exists a vacancy on the **BOARD OF DIRECTORS FOR THE ARC OF ST. CHARLES**; due to the expiration of the term of Dr. Jeffrey S. Kuo, M.D. on June 30, 2018; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Dr. Jeffroy S. Kuo, M.D.
300 Lake Marina Avenue, Apt. 13A New Orleans, LA 70124
is hereby appointed to the **BOARD OF DIRECTORS FOR THE ARC OF ST. CHARLES**; and,

BE IT FURTHER RESOLVED that said appointment shall be effective **JULY 1, 2018** and shall expire **JUNE 30, 2020**.

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

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

And the resolution was declared adopted this 9th day of July, 2018, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:
INTERIM SECRETARY: Valarie Berthelot
DLVD/PARISH PRESIDENT: July 10, 2018
APPROVED: DISAPPROVED:

PARISH PRESIDENT:
RETD/SECRETARY: July 11, 2018
AT: 12:30 pm RECD BY: VB

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

Valarie Berthelot
VALARIE BERTHELOT
INTERIM COUNCIL SECRETARY

Publish: July 12 & 19, 2018

Public Notice

SMALL SUCCESSION — 29TH JUDICIAL DISTRICT COURT
OF — PARISH OF ST. CHARLES
DORIS HOOVER NICHOLAS — STATE OF LOUISIANA
NO: P-12,195 — DIVISION "C"
FILED:_____ — DEPUTY CLERK:_____

2018 JUL 12 AM 8:51

NOTICE

NOTICE IS GIVEN that the administratrix of this succession has petitioned this Court for authority to sell immovable property belonging to the Succession of the decedent at private sale in accordance with the provisions of Article 3281 of the Code of Civil Procedure for FIFTY-NINE THOUSAND FIVE HUNDRED ($59,500.00) DOLLARS, all in accordance with the terms and conditions set forth on agreement attached to the Petition for Private Sale of Immovable Property as Exhibit "A" and amended agreement attached to the Supplemental and Amended Petition for Private Sale of Immovable Property as Exhibit "1" filed into the record of this succession. The immovable property proposed to be sold at private sale is described as follows:

THAT CERTAIN PIECE OF GROUND, together with all the buildings and improvements thereon, and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of St. Charles, State of Louisiana, on the left descending bank of the Mississippi River, in what is known as **Subdivision of a Portion of Lot "E"** in Norco, as per plan of survey by E. M. Collier, surveyor, dated May 1946, and revised March, 1950, which said plans are on file in the office of the Clerk of Court and Register of Conveyances for this Parish for reference.

And according to said plans the certain lot or portion of ground herein conveyed is designated and measures as follows:

1. **The north one quarter (N1/4) of Lot 31 and South one eighth (S1/8) of Lot 30**, beginning at a point on St. Charles Street that is 220 feet, in a northerly direction, from the North-East Intersection of St. Charles Street and Second Street; from said point the lot herein conveyed measures, in a northerly direction toward the Y. & M. V. R.R., a distance of 30 feet front or width along St. Charles St., by a depth, between equal and parallel lines, of 40 feet. Said lot is bounded on the west by Lot E of the Original Good Hope Plantation Subdivision, on the north by the remainder of Lot 30, on the east by St. Charles Street, and on the south by the remainder of Lot 31.

2. **A fractional certain lot or portion of ground, designated as a Portion of the North One half (N1/2) of Lot 31**, beginning at a point on St. Charles Street that is 200 feet, in a northerly direction, from the North-East Intersection of St. Charles and Second Street, from said point the lot herein conveyed measures, in a northerly direction toward the Y & M V RR, a distance of 20 feet front or width along St. Charles Street, by a depth between equal and parallel lines of 40 feet; said lot is bounded on the West by Lot E of the Original Good Hope Plantation Subdivision, on the north by the remainder of Lot 31, on the east by St. Charles Street, and on the south by the remainder of Lot 31.

Municipal Address: 215 St. Charles Street, Norco, Louisiana

Any heir or creditor who opposes the proposed sale must file his/her opposition within seven (7) days from the day on which the last publication of this notice appears:

BY ORDER OF THE COURT

Cynthia McClain
DEPUTY CLERK

GREGORY A. MILLER
ATTORNEY AT LAW
9 APPLE STREET
NORCO, LA 70079
(985) 764-9991

PUBLISH TWO (2) TIMES TWENTY DAYS APART

STATE OF LOUISIANA
PARISH OF ST. CHARLES
I HEREBY CERTIFY THAT THE WITHIN AND FOREGOING IS A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
CLERK OF COURT
ST. CHARLES PARISH

Publish: July 19 & August 9, 2018

Public Notice

PUBLIC NOTICE
REMOVAL OF WEEDS, GRASS & OTHER NOXIOUS MATTER

If the following violations are not rectified within (5) days of this published notice, the parish will proceed in bringing the properties listed in compliance with Chapter 16, Article III Sec. 16-24 through Sec. 16-28. (As amended). The fee for performing these services shall be at a rate of 0.036 per square foot of the lot cleaned. The contractor's fee for performing these services shall be at the rate of 0.029 per square foot of the lot cleaned. In the event a mini-clean up is required prior to performing the above services, a fee of $56.39 per mini clean up plus actual disposal fees will be assessed, not to exceed then (10) mini-cleanups per property in violation. On property where trash and/or debris accumulation is such that it requires heavy equipment, bulldozer, front-end loaders, etc. a fee of forty-two dollars and eight cents ($42.29) per cubic yard will be assessed. An administration fee of $35.84 may be assessed on each invoice. The fees in this section shall be increased or decreased on February first of each year by a change in CIP applicable to the US cities average group, all urban consumers, all items published by the US Department of Labor, Bureau of Labor Statistics, for the preceding twelve-month period ending each November. The change shall become effective beginning with the period ending November 30, 2000. The department of finance shall notify the department of planning and zoning in writing annually of the revised fees.

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

Joy J. Kenny (Ormond Country Club Estates)
Lot 505 (230 Dunleith Dr.)
Nature of violation: Grass cutting & removal of debris

Louis Treuting III (Prmond Country Club Estates)
Lot 43 (86 Dunleith Dr.)
Nature of violation: Grass cutting & removal of debris

Robert Lack (Panther Run)
Lot 37 (134 Panther Run Dr.)
Nature of violation: Grass cutting & removal of debris

Vaughn W. Bischof Sr. Estate (Coteau de France)
Lot C4 (17445 Old Spanish Trail)
Nature of violation: Grass cutting & removal of debris

Anthony Reynaud (River Oaks Subdivision)
Lot 29AA (299 Meadow Dr.)
Nature of violation: Grass cutting & removal of debris

Jack Lacava (Destrehan Heights)
Lot 1 (200 Destrehan Dr.)
Nature of violation: Grass cutting & removal of debris

Fredrick & Theola White, Jr. (Preston Hallow)
Lot 30 (316 Turtle Creek Ln.)
Nature of violation: Grass cutting & removal of debris

Dennis Zumbrun (Evangeline)
Lot 8-A (650 Evangeline Rd.)
Nature of violation: Grass cutting & removal of debris

PUBLISH: July 19, 2018

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:
Birdie Bee LLC : 10399 River Rd., Ama, La. 70031

Member: Mohamed Ennabut
PUBLISH: July 5 & 12, 2018
Corrected copy: July 19, 2019

Public Notice

PLANNING & ZONING COMMISSION

THE ST. CHARLES PARISH PLANNING & ZONING COMMISSION WILL MEET ON AUGUST 2, 2018 AT 7:00 P.M., IN THE COUNCIL CHAMBER OF THE HAHNVILLE COURTHOUSE: **TABLED CASE: PZSPU-2018-08** requested by **AT&T Mobility** for a special permit for a 255 ft. self-support cellular/communication tower at **17100 Airline Hwy., Montz.** Council District 6.

PUBLIC HEARINGS: PZHO-2018-17 requested by **Desjine Shante Wilmore** for a home occupation "Total Trucking Operations, LLC" at **128 4th St., St. Rose.** Zoning District R-1A. Council District 5

PZHO-2018-18 requested by **Warren Herkes, III** for a home occupation "Herkes Renovations, LLC" at **132 Melrose Dr., Destrehan.** Zoning District R-1A. Council District 3.

PZSPU-2018-09 requested by **Bonnie & Michael Norton** for an accessory dwelling unit at **2003 Ormond Blvd., Destrehan.** Zoning District R-1B. Council District 3.

PZR-2018-06 requested by **Lelechie Jackson** for a change in zoning classification from C-2 to R-1A(M) at **237 Annex St., (Lot 30A, Sq. 4, St. Charles Terrace Annex) Destrehan.** Council District 6

PZS-2018-31 requested by **Ormond Investments Inc & MHI Investments LLC** for resubdivision of Tract X of the Ormond Plantation Mansion into 4 lots (Tract X-1, Tract X-2, Tract X-3 and OPM-1) at 13786 River Road, Destrehan. Zoning District C-2. Council District 3.

PZS-2018-32 requested by **MHI Investments LLC** for Preliminary Plat approval for Oak Alley Subdivision, a resubdivision of Proposed Tract X-1 (Currently a portion of Tract X) of the Ormond Plantation Mansion into 5 Lots in Destrehan, with waivers from geometric standards for lots and streets. Zoning District C-2. Council District 3.

PZS-2018-34 requested by **Lisa Fontenot & Sandra Robert** for a resubdivision adjusting a side lot line and a waiver to the minimum lot size requirement at **147 &159 Zeller St., Ama**. Zoning District R-1A. Council District 2.

ALTERNATE DATE: August 9, 2018
PUBLISH 7/19, 7/26, 8/2

Public Notice

I, **Daniel Allen Pugh**, have been convicted of Encouraging Child Sexual Abuse in the Second Degree Date of Conviction: 06/07/2002. My address is: **13448 Hwy 90, Apt. Lot 7, Boutte, La. 70039**.

RACE: White
SEX: Male
DOB: 02/20/1964
HGT: 6'1"
WGT: 187
HAIR COLOR: Gray
EYE COLOR: Brown

PUBLISH: July 12 & 19, 2018

Sheriff's Sale

SHERIFF'S SALE
SHERIFF'S OFFICE
Suit No: (45) 84242-E
Date: Tuesday, April 3, 2018
PENNYMAC LOAN SERVICES, LLC
VS
DONALD THREETON
GREG CHAMPAGNE, SHERIFF
P.O. Box 426
HAHNVILLE, LA 70057
Parish of St. Charles
29th Judicial District Court
State of Louisiana

By virtue of and in obedience to a Writ of SEIZURE AND SALE directed to me by the Honorable 29TH JUDICIAL DISTRICT COURT in and for the PARISH OF ST. CHARLES, State of Louisiana, dated: FRIDAY, MARCH 23, 2018, 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, AUGUST 22, 2018, at 10:00 A.M., to the last and highest bidder for cash, the following described property, to wit:

A CERTAIN PIECE OR PORTION OF GROUND, situated in the Parish of St. Charles, State of Louisiana, in BLOCK "D" of the subdivision of the TOWNSITE OF PARADIS, according to a plan thereof made by M.S. LaClair, C.E., dated September 5, 1909. According to said plan of survey, said BLOCK "D" is bounded by Fonda Street, Wisner Street, Early Street and Hale Street and the piece or portion of ground is designated as LOTS 5, 6 AND ONE-HALF OF THE 17 FOOT WIDE ALLEY which was revoked by Ordinance No. 80-12-6, dated September 15, 1980, and measures as follows:

Said piece or-portion of ground measures 100 feet front on Fonda Street, same width in fhe rear, by a depth of 158.5 feet between equal and parallel lines. All as more folly shown on the plan of survey by Lucien C. Gassen, L.S., dated August 7, 1989; 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 SEVENTY THOUSAND SEVENTY-NINE AND 55 / 100 ($170,079.55) 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: July 19, 2018
August 16, 2018
GREG CHAMPAGNE-SHERIFF & EX-OFFICIO TAX COLLECTOR
ST. CHARLES PARISH
ATTORNEY FOR PLAINTIFF:
Logan Massey
1505 North 19th Street
P. O. Box 2867
Monroe, LA 771207
SCSO-CIV-209-0402

Legal notice deadline is every Friday at 3pm for the following week

legals@heraldguide.com

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