

Okd.

2017-0162

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

ORDINANCE NO. 17-6-4

An ordinance to authorize the Parish President to make full and final settlement in the matter entitled "Frank J. Brisset vs. St. Charles Parish", et al, 29th Judicial District Court, Parish of St. Charles, No. 66,024-C.

WHEREAS, property described as Lots 1 and 2, Square 31, Ward 3, New Sarpy, Louisiana was adjudicated to St. Charles Parish for nonpayment of taxes and placed in an Adjudicated Property Auction duly approved by the St. Charles Parish Council by Ordinance Nos. 06-6-15 and amended by Ordinance No. 06-9-1; and,

WHEREAS, Frank J. Brisset alleges that he had been paying the property taxes on this property in good faith since December 30, 1985, when he acquired it from the Illinois Central Railroad; and,

WHEREAS, at the Adjudicated Property Auction on May 5, 2007 Mr. Brisset was the successful bidder and on July 10, 2007 purchased the subject property at a cost of \$14,000.00; and,

WHEREAS, Frank J. Brisset filed a Petition to Set Aside St. Charles Parish Adjudicated Property Sale Due to Dual Assessment for Lots 1 & 2, Square 31 Ward 3, New Sarpy Louisiana alleging that he had owned the property and had paid the taxes on it; and,

WHEREAS, the parties have agreed to compromise and make full and final settlement of the litigation with Frank J. Brisset receiving the sum of \$14,000.00, with St. Charles Parish paying \$12,500.00 thereof; and,

WHEREAS, Frank J. Brisset has agreed to release St. Charles Parish from all existing claims and all claims which may arise in the future as a result of the acts and/or omissions alleged by him.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the President of St. Charles Parish is hereby authorized to execute the Full and Final Settlement Agreement, and pay to Frank J. Brisset the sum of **TWELVE THOUSAND FIVE HUNDRED AND NO/100THS (\$12,500.00) DOLLARS** inclusive of all damages, costs and fees, in full satisfaction of all damages, claims and causes of action alleged in the matter entitled "Frank J. Brisset vs. St. Charles Parish, et al", 29th Judicial District Court, Parish of St. Charles, No. 66,024-C.

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

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

And the ordinance was declared adopted this 5th day of June, 2017 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 6/7/17

APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 6/7/17

AT: 11:55a RECD BY: [Signature]

RELEASE AND RECEIPT

KNOW ALL MEN BY THESE PRESENTS:

That Frank J. Brisset, plaintiff in the suit entitled **Frank J. Brisset v. St. Charles Parish, Clyde A. Gilsclair in his Capacity as Assessor for St. Charles Parish, State of Louisiana** bearing Civil Action No. 66,024, Division "C", in the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana, for and in consideration of **TWELVE THOUSAND FIVE HUNDRED AND NO/00THS (\$12,500.00) DOLLARS** to me in hand paid, the receipt of which is hereby acknowledged, do forever release and discharge St. Charles Parish, and its insurer, and their partners, affiliates, subdivisions, their successors and all parties in privity therewith, and others for whom or to whom they may be responsible in the premises, of and from any and all claims, demands, actions, causes of action, or suits of law, in equity, or of whatever kind or nature I may have under the laws of the United States or any state thereof, and any other rights or causes of actions not herein mentioned that I may have had prior to and including the date hereof or at any time in the future, by reason loss sustained as of May 5, 2007 as a result of the auctioning of the property which is the subject of the referenced litigation in the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana.

The foregoing release is intended to include, without limitation, any claims against the aforementioned party which I may have as a result of the aforementioned auction including any rights or benefits under the laws of the State of Louisiana, the United States, or other state thereof, including past, present and future losses.

For and in consideration of the aforesaid payment, I hereby agree to protect, defend, indemnify and hold harmless the previously-mentioned released party of and from any and all claims, demands, actions, causes of action, or suits of law, or in equity, or of whatever kind or nature that may be brought by myself or by anyone on my behalf, or by any other person or party, or legal entity, arising out of, incidental to, or related directly or indirectly to the losses by me as depicted in the above litigation in the 29th Judicial District Court in and for the Parish of St. Charles, State of Louisiana, including all attorney's fees, court costs, or any other cost or expenses that may result therefrom. I further declare that I knowingly and willingly execute this release and receipt without duress or promises.

THUS DONE AND SIGNED in triplicate original, this _____ day of _____, 201_____.

WITNESSES:

FRANK BRISSET