



# St. Charles Parish Meeting Minutes

St. Charles Parish Courthouse  
15045 Highway 18  
P.O. Box 302  
Hahnville, LA 70057  
985-783-5000  
scpcouncil@st-charles.la.us  
<http://www.stcharlesparish-la.gov>

## Parish Council

Draft

*Council Chairman Wendy Benedetto  
Councilmembers Carolyn K. Schexnaydre, Snookie Fauchaux,  
Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Larry Cochran,  
Traci A. Fletcher, Julia Fisher-Perrier*

Monday, April 22, 2013

6:00 PM

Council Chambers, Courthouse

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### ATTENDANCE

Present: 6 - Carolyn K. Schexnaydre, Terrell D. Wilson, Mary Tastet, Paul J. Hogan, Lawrence 'Larry' Cochran, Julia Fisher-Perrier

Absent: 3 - Clayton 'Snookie' Fauchaux, Wendy Benedetto, Traci A. Fletcher

*Also Present: Parish President V.J. St. Pierre, Jr., Chief Administrative Officer Buddy Boe, Legal Director Leon C. Vial, III, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Kimberly Marousek, Finance Director Grant Dussom, Grant Officer Holly Fonseca, Public Information Officer Renee Simpson, CZM Administrator Earl Matherne, Community Services Director Joan Tonglet Diaz, Parks and Recreation Director Duane Foret*

### CALL TO ORDER

*Meeting called to order by Vice-Chairman Larry Cochran at 6:02 pm.*

### PRAYER

*Reverend Gary Keene  
First Baptist Church of Luling*

### PLEDGE

*Reverend Gary Keene  
First Baptist Church of Luling*

### APPROVAL OF MINUTES

**A motion was made by Councilmember Schexnaydre, and seconded to approve the Minutes from the Regular Meeting of April 8, 2013. The motion carried by the following vote:**

**Votes:** Yea: 6 - Schexnaydre, Wilson, Tastet, Hogan, Cochran, Fisher-Perrier

Nay: 0

Absent: 3 - Fauchaux, Benedetto, Fletcher

**SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)**

- 1        **2013-0137** ( 4/22/2013, Cochran )  
           In Recognition: Ingrid Adams, Library Service District Board of Control  
           Read
- 2        **2013-0140** ( 4/22/2013, St. Pierre, Jr. )  
           Proclamation: "National Day of Prayer"  
           Read
- 3        **2013-0138** ( 4/22/2013, St. Pierre, Jr. )  
           Proclamation: "Fair Housing Month in St. Charles Parish"  
           Read
- 4        **2013-0139** ( 4/22/2013, Benedetto )  
           Proclamation: "Youth Wetlands Week"  
           Read  
           *Councilwoman Benedetto arrived in the meeting.*
- 5        **2013-0143** ( 4/22/2013, St. Pierre, Jr. )  
           Proclamation: "Older Americans Month"  
           Read
- 6        **2013-0141** ( 4/22/2013, Wilson )  
           Proclamation: "Little Red Church Festival Weekend"  
           Read

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

- 2013-0145** ( 4/22/2013, St. Pierre, Jr. )  
           Parish President Remarks/Report  
           Reported  
           *IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, MAY 6, 2013, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:*
- 2013-0156** ( 4/22/2013, St. Pierre, Jr., Department of Public Works )  
           An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and HHP Construction Group, LLC for 5th Street Sidewalk Extension Norco, Parish Project No. P091101, in the amount of \$148,250.00.  
           Publish/Scheduled PH

**2013-0157** ( 4/22/2013, St. Pierre, Jr., Department of Public Works )

An ordinance to approve and authorize the execution of a contract with Volute, Inc. for project P080502-4 Dunleith Canal Level Recharge System in the amount of \$181,419.00.

**Publish/Scheduled PH**

**PLANNING AND ZONING PETITIONS**

*Councilman Faucheux arrived in the meeting.*

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**2013-0127** ( 4/8/2013, St. Pierre, Jr., Department of Planning & Zoning )

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

*Reported:*

*P & Z Department Recommended: Approval*

*Planning Commission Recommended: Approval*

**PH Requirements Satisfied**

*Council Discussion*

*Ms. Stephanie Walsh, Metro Investments, LLC, spoke on the matter.*

**Votes:** Yea: 6 - Schexnaydre, Wilson, Tastet, Hogan, Cochran, Fisher-Perrier

Nay: 0

Absent: 3 - Faucheux, Benedetto, Fletcher

*Discussion: to reconsider the vote; Councilwoman Benedetto and Councilman Faucheux did not mark themselves present in error.*

**A motion was made by Councilmember Cochran, and seconded that this matter be Reconsidered. The motion carried by the following vote:**

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fisher-Perrier

Nay: 0

Absent: 1 - Fletcher

*VOTE ON THE PROPOSED ORDINANCE*

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fisher-Perrier

Nay: 0

Absent: 1 - Fletcher

## ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

- 8           **2013-0108** ( 4/8/2013, St. Pierre, Jr., Department of Community Services )  
 An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2013 through July 11, 2013.  
*Reported:*  
*Community Services Department Recommended: Approval*  
**PH Requirements Satisfied**  
*Council Discussion*  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fisher-Perrier  
 Nay: 0  
 Absent: 1 - Fletcher
- 13           **2013-0126** ( 4/8/2013, St. Pierre, Jr., Department of Public Works )  
 An ordinance to approve and authorize the execution of a Contract for Engineering Services with Civil & Environmental Consulting Engineers for necessary professional engineering services associated with Parish Project No. P130301 Cortez Pump Station Capacity Increase and Upgrades.  
*Reported:*  
*Public Works Department Recommended: Approval*  
*Speakers:*  
*Mr. David Wedge, Bayou Gauche*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fisher-Perrier  
 Nay: 0  
 Absent: 1 - Fletcher
- 35           **2013-0129** ( 4/8/2013, St. Pierre, Jr., Department of Planning & Zoning )  
 An ordinance to amend the Code of Ordinances Appendix A, Sections X.G.1.c and X.G.3.a to change the permit type and to clarify the General Design Requirements for the installation of telecommunication towers and related equipment to reflect the International Building Code Wind Load Requirements.  
*Reported:*  
*P & Z Department Recommended: Approval*  
*Planning Commission Recommended: Approval w/Stipulation Approval with Amendments*  
*Speakers:*  
*Mr. Julio Dumas, Gonzales*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fisher-Perrier  
 Nay: 0  
 Absent: 1 - Fletcher  
*Councilwoman Fletcher arrived in the meeting.*



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**2013-0130** ( 4/8/2013, St. Pierre, Jr., Department of Parks and Recreation, Tastet, Fisher-Perrier, Faucheux )

An ordinance to approve and authorize the execution of a Mitigation Participation Agreement by and between Chevron U.S.A, Inc. and the Parish of St. Charles in the amount of \$60,000.00 for wetlands mitigation required to further develop Rathborne Park in Luling.

*Reported:*

*Parks & Recreation Department Recommended: Approval*

*Councilwoman Tastet Recommended: Approval*

*Councilwoman Fisher-Perrier Recommended: Approval*

*Councilman Faucheux Recommended: Approval*

*Mr. Danny Hebert, Civil & Environmental Consulting Engineers, spoke on the matter.*

*Speakers:*

*Mr. David Wedge, Bayou Gauche*

*Mr. Milton Allemands, Hahnville*

**PH Requirements Satisfied**

**Votes:** Yea: 8 - Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 1 - Schexnaydre

**2013-0131** ( 4/8/2013, St. Pierre, Jr., Department of Public Works )

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P091001, Drainage Improvements to KCS Canal Project to increase the contract amount by \$63,521.20 and increase the contract time by eighty three (83) days.

*Amendment: to amend the proposed ordinance in the 'SUMMARY' and in 'SECTION I.' to change '... \$63,521.20 ...' to read '... \$64,861.20 ...'*

**A motion was made by Councilmember Cochran, and seconded that this matter be Amended. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

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**2013-0131** ( 4/8/2013, St. Pierre, Jr., Department of Public Works )

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P091001, Drainage Improvements to KCS Canal Project to increase the contract amount by \$64,861.20 and increase the contract time by eighty three (83) days.

*Reported:*

*Public Works Department Recommended: Approval*

**PH Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

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**2013-0132** ( 4/8/2013, St. Pierre, Jr., Coastal Zone Management Section )

An ordinance to approve and authorize the execution of a Professional Services Agreement with Dr. Joseph Suhayda to perform consulting services during the Flood Insurance Rate Map appeal process currently being proposed by FEMA.

*Reported:*

*C Z M Section Recommended: Approval*

*Speakers:*

*Ms. Catherine Porthouse, Bayou Gauche*

*Ms. Mary Clulee, Luling*

**PH Requirements Satisfied**

*Council Discussion*

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier

Nay: 0

*Chairman Benedetto requested a motion to deviate from the regular order of the agenda to remove File No. 2013-0103 from the Table, per Finance Director Grant Dussom. The request for a motion failed due to the lack of a motion.*

**2013-0133** ( 4/8/2013, St. Pierre, Jr., Department of Finance )

An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 3, to roll forward from the 2012 budget construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage for various parish projects that were not completed in 2012.

*Finance Director Grant Dussom explained the purpose for his request to remove from the Table and take up File No. 2013-0103 prior to addressing File No. 2013-0133, and he explained the purpose of Amendment No. 3 so the numbered amendments would be approved sequentially. Mr. Dussom recommended that File No. 2013-0133 be Tabled.*

**PH Requirements Not Satisfied**

*Discussion: to Table File No. 2013-0133*

**A motion was made by Councilmember Cochran, and seconded that this matter be Tabled.. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier

Nay: 0

**2013-0134** ( 4/8/2013, St. Pierre, Jr., Department of Finance )

An ordinance to amend the 2013 Consolidated Operating and Capital Budget, Amendment No. 4, to add from the 2012 unexpended Roads and Drainage Fund Balance, construction, architectural/engineering, and other fees for Fund 112 - Roads and Drainage for various parish projects that were not completed in 2012.

*Finance Director Grant Dussom explained the purpose for his request to remove from the Table and take up File No. 2013-0103 prior to addressing File No. 2013-0134, and he explained the purpose of Amendment No. 4 so the numbered amendments would be approved sequentially. Mr. Dussom recommended that File No. 2013-0134 be Tabled after it is amended.*

*Amendment: to amend the proposed ordinance in the second 'WHEREAS' to change '... \$14,523,621.00 ...' to read '... \$15,859,776.00 ...'*

**A motion was made by Councilmember Hogan, and seconded that this matter be Amended. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

**PH Requirements Not Satisfied**

*Discussion: to Table File No. 2013-0134 as amended*

**A motion was made by Councilmember Hogan, and seconded that this matter be Tabled.. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

**2013-0135** ( 4/8/2013, Fisher-Perrier, Wilson )

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 13-3-14 to change the term of the Agreement, which approved an Agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

*Councilwoman Fisher-Perrier requested Public Hearing prior to the presentation of File No. 2013-0135. Chairman Benedetto called for Public Hearing.*

*Speakers:*

- Ms. Catherine Porthouse, Bayou Gauche*
- Mr. Milton Allemand, Hahnville*
- Mr. Corey Savoie, Luling*
- Mr. David Wedge, Bayou Gauche*
- Mr. Charles Boyer, Des Allemands*
- Mr. Robert Taylor, Bayou Gauche*

**PH Requirements Satisfied**

*Councilwoman Fisher-Perrier addressed the Parish President.*

*Discussion: to postpone indefinitely File No. 2013-0135*

**A motion was made by Councilmember Fisher-Perrier, and seconded that this matter be Postponed Indefinitely. The motion carried by the following vote:**

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Cochran, Fletcher, Fisher-Perrier  
Nay: 1 - Hogan

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**2013-0128** ( 4/8/2013, St. Pierre, Jr., Department of Planning & Zoning )

An ordinance to revoke and abandon a portion of the right-of-way for an undeveloped, unnamed street located between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision, St. Rose in favor of the abutting property owners.

*Amendment: to accept the revised version of the Act of Revocation*

**A motion was made by Councilmember Cochran, and seconded that this matter be Amended. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

*Reported:*

*P & Z Department Recommended: Approval*

*Planning Commission Recommended: Approval*

*Speakers:*

*Ms. Stephanie Walsh, Metro Investments, LLC*

**PH Requirements Satisfied**

*Council Discussion*

*VOTE ON THE PROPOSED ORDINANCE AS AMENDED*

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

## **ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED**

**2013-0103** ( 5/6/2013, St. Pierre, Jr., Department of Finance )

An ordinance to amend the 2013 Consolidated Operating and Capital Budget to recognize revenues received prior to year end 2012 relating to the Airport Expansion Agreement, thus increasing the beginning 2013 General Fund balance by \$1,212,000 and to add revenues of \$300,000 under General Fund Account 001-313020 - Airport Expansion Agreement for 2013 Airport Expansion Agreement Revenues.

**Tabled.**

## PERSONS TO ADDRESS THE COUNCIL

**2013-0148** ( 4/22/2013 )

Mr. David G. Wedge: Levees, Sunset Drainage District, and Requirements to address the council article 7 sections 1

**A motion was made by Councilmember Hogan, and seconded to extend Mr. Wedge's time an additional three minutes. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

**Heard**

**2013-0149** ( 4/22/2013 )

Ms. Telesia Batte: Fema maps lobbying

**Not Heard**

**2013-0150** ( 4/22/2013 )

Ms. Catherine Porthouse: Proposed FEMA maps, appeal, seclusion & science

**A motion was made by Councilmember Hogan, and seconded to extend Ms. Porthouse's time an additional three minutes. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

**Heard**

**2013-0151** ( 4/22/2013 )

Mr. Milton J. Allemand, Jr.: Rule of law, civility, and respect

**Heard**

**2013-0152** ( 4/22/2013 )

Ms. Ann Marie Morvant: Bayou Gauche area

**Not Heard**

**2013-0153** ( 4/22/2013 )

Mr. Frank Whiteside: Biggert-Waters Act of 2012 - Suggestions for dealing with proposed new flood zones and extreme flood rates

**Heard**

## RESOLUTIONS

- 58           **2013-0142** ( 4/22/2013, St. Pierre, Jr., Department of Planning & Zoning )  
 A resolution providing mandatory supporting authorization to Brennen Friloux to endorse the Planning and Zoning Commission positive recommendation for a R-3 use in a C-2 zoning district, to construct a duplex residence, at 10628 River Road (Lot B-2, portion of Lot 5 of Part of the Baptiste St.Amant Tract), Ama.
- Reported:*  
*P & Z Department Recommended: Approval w/Stipulation Approval with stipulation that no more than 2 units are approved*  
*Planning Commission Recommended: Approval w/Stipulation Approval with stipulation that no more than 2 units are approved*
- Council Discussion*
- Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
 Nay: 0
- 59           **2013-0144** ( 4/22/2013, St. Pierre, Jr., Department of Wastewater )  
 A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0032131 - Luling Oxidation Pond, and set forth the required action.
- Reported:*  
*Wastewater Department Recommended: Approval*
- L.J. Brady spoke on the matter.*
- Council Discussion*
- Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
 Nay: 0
- 60           **2013-0154** ( 4/22/2013, Wilson )  
 A resolution to amend Resolution No. 5984 requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 75 feet from the intersection of Hwy. 18, in Hahnville.
- Reported:*  
*Councilman Wilson Recommended: Approval*
- Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
 Nay: 0

- 61           **2013-0155** ( 4/22/2013, St. Pierre, Jr., Department of Planning & Zoning, Schexnaydre, Faucheux, Tastet, Hogan )  
 A resolution requesting that the Federal Emergency Management Agency (FEMA) delay the start of the 90 appeal period on the current St. Charles Parish Preliminary DFIRM Maps until FEMA has released the new insurance premium rate chart as developed for the implementation of the Biggert-Waters Act of 2012, and St. Charles Parish has had time to evaluate their effects on its citizens.

*Mr. Earl Matherne, CZM Administrator, spoke on the matter.*

*Reported:*

*P & Z Department Recommended: Approval*

*Councilwoman Schexnaydre Recommended: Approval*

*Councilman Faucheux Recommended: Approval*

*Councilwoman Tastet Recommended: Approval*

*Councilman Hogan Recommended: Approval*

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier

Nay: 0

- 62           **2013-0158** ( 4/22/2013, Faucheux )

A resolution formally asking the Parish President to reconsider the vetoed Ordinance No. 13-3-14 approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

*Councilman Faucheux requested Point of Privilege.*

*Councilman Faucheux motioned to deviate from the regular order of the agenda to take up File No. 2013-0158, a matter not on the Agenda.*

*Vote on the motion:*

*YEAS: FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER*

*NAYS: SCHEXNAYDRE*

*ABSENT: NONE*

*Chairman Benedetto questioned whether or not the vote had to be unanimous. After review, Mr. Leon C. Vial, III, Legal Services Director, stated his opinion, that a majority of votes would suffice.*

*Councilman Faucheux proceeded with presenting the history of Ordinance No. 13-3-14.*

*Council Discussion*

*VOTE ON THE PROPOSED RESOLUTION*

**Votes:** Yea: 8 - Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
 Nay: 1 - Schexnaydre

**A motion was made by Councilmember Hogan, and seconded to return to the regular order of the agenda. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
 Nay: 0

**APPOINTMENTS**

**2013-0117** ( 4/8/2013 )

Council Appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees.

*Nominee:*

*Councilwoman Benedetto nominated Councilman Larry Cochran*

**Nomination(s) Accepted**

**A motion was made by Councilmember Hogan, and seconded to Close Nomination(s) for this file. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

**2013-0117** ( 4/8/2013 )

Council Appointment of Councilman Larry Cochran to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees.

*VOTE ON THE APPOINTMENT OF COUNCILMAN LARRY COCHRAN*

**A motion was made, and seconded that this matter be Confirmed. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

**2013-0118** ( 4/8/2013 )

Council Appointment to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees.

*Nominee:*

*Councilman Cochran nominated Councilwoman Traci Fletcher*

**Nomination(s) Accepted**

**A motion was made by Councilmember Wilson, and seconded to Close Nomination(s) for this file. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

**2013-0118** ( 4/8/2013 )

Council Appointment of Councilwoman Traci Fletcher to the St. Charles Parish Retiree Benefits Funding Trust - Board of Trustees.

*VOTE ON THE APPOINTMENT OF COUNCILWOMAN TRACI FLETCHER*

**A motion was made, and seconded that this matter be Confirmed. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0



**2013-0113** ( 4/8/2013 )

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

*Nominee:*

*Councilman Wilson nominated Ms. Barbara Smith*

**Nomination(s) Accepted**

**A motion was made by Councilmember Faucheux, and seconded to Close Nomination(s) for this file. The motion carried by the following vote:**

**Votes:** Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

**2013-0114** ( 4/8/2013 )

A resolution to appoint a member to the St. Charles Parish Hospital Service District Board of Commissioners.

*Nominee:*

*Councilman Faucheux nominated Ms. Betty Portera*

**Nomination(s) Accepted**

**A motion was made by Councilmember Hogan, and seconded to Close Nomination(s) for this file. The motion carried by the following vote:**

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Fletcher, Fisher-Perrier  
Nay: 0  
Absent: 1 - Cochran

**2013-0045** ( 2/18/2013 )

A resolution appointing a member to the Sunset Drainage District.

**Authorized**

**2013-0146** ( 4/22/2013 )

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

**Vacancy Announced**

**2013-0147** ( 4/22/2013 )

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

**Vacancy Announced**

## **SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**

**2013-0055** ( 5/20/2013, Benedetto )

Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721

**A motion was made by Councilmember Fisher-Perrier, and seconded to go into Executive Session. The motion carried by the following vote:**

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Fletcher, Fisher-Perrier  
Nay: 0  
Absent: 1 - Cochran

**Heard in Executive Session**

A motion was made by Councilmember Schexnaydre, and seconded to return to the regular order of the agenda. The motion carried by the following vote:

**Votes:** Yea: 7 - Schexnaydre, Fauchaux, Tastet, Benedetto, Hogan, Fletcher, Fisher-Perrier  
Nay: 0  
Absent: 2 - Wilson, Cochran

### ADJOURNMENT

A motion was made by Councilmember Fletcher, and seconded to adjourn the meeting at approximately 8:44 pm. The motion carried by the following vote:

**Votes:** Yea: 9 - Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

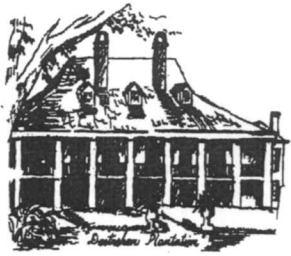


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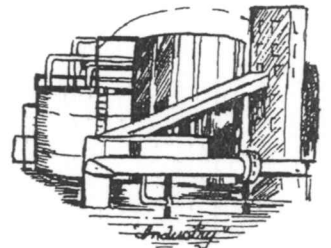
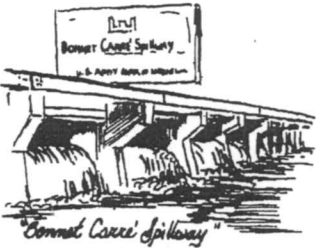
Calli Madere  
Acting Council Secretary

# The Parish of St. Charles

April 22, 2013



The St. Charles Parish Council  
and the Parish President  
Deeply Appreciate  
Your Years of Service



## LIBRARY SERVICE DISTRICT BOARD OF CONTROL



January 10, 2011 - April 1, 2013



# INGRID ADAMS

"PARISH OF PLENTY"  
created in 1807 from the county of the  
"German Coast", a parish of  
unprecedented economic and social  
development, known for its  
hospitality, rural living and sporting  
opportunities... with the added  
distinction of being located  
on both sides of the  
Mighty Mississippi River.

V.J. ST. PIERRE, JR.  
PARISH PRESIDENT

CLAYTON FAUCHEUX, JR.  
COUNCILMAN AT LARGE, DIV. B

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

MARY TASTET  
COUNCILWOMAN, DISTRICT II

WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN  
COUNCILMAN, DISTRICT IV

LARRY COCHRAN  
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

**PROCLAMATION**

**WHEREAS,** our Nation was founded by men who sought wisdom and guidance through prayer; and,  
**WHEREAS,** the National Day of Prayer was first proclaimed by the Continental Congress in 1775; and,  
**WHEREAS,** the Congress of the United States in 1952, enacted legislation setting aside a Day of Prayer for the Nation, and 1988, designated the first Thursday in May as the National Day of Prayer; and,  
**WHEREAS,** prayer has played a strong role in our Nation's history and heritage, as many Americans have depended on it for healing, hope and guidance; and,  
**WHEREAS,** the observance of the National Day of Prayer has proved to be a powerful tool that has brought together and united citizens from diverse religious backgrounds in an effort to face life's challenges with renewed hope; and,  
**WHEREAS,** this year marks the 62<sup>nd</sup> annual National Day of Prayer and people will gather together across our Nation to observe this symbolic event.

**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY DECLARE THURSDAY, MAY 2, 2013, AS**

**"NATIONAL DAY OF PRAYER"**

**IN ST. CHARLES PARISH.**

s/V.J. ST. PIERRE, JR.  
V.J. ST. PIERRE, JR.  
PARISH PRESIDENT  
**ABSENT**

---

CLAYTON FAUCHEUX, JR.  
COUNCILMAN AT LARGE, DIV. B

s/TERRELL D. WILSON  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

s/MARY TASTET  
MARY TASTET  
COUNCILWOMAN, DISTRICT II  
**ABSENT**

---

WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

s/CAROLYN K. SCHEXNAYDRE  
CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

s/PAUL J. HOGAN, PE  
PAUL J. HOGAN, PE  
COUNCILMAN, DISTRICT IV

s/LARRY COCHRAN  
LARRY COCHRAN  
COUNCILMAN, DISTRICT V  
**ABSENT**

---

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

s/JULIA FISHER-PERRIER  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

**PROCLAMATION**

**WHEREAS,** *the 45<sup>th</sup> Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively – to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and,*

**WHEREAS,** *this law guarantees for each citizen the critical, personal element of freely choosing a home; and,*

**WHEREAS,** *a fair housing law has been passed by the state of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and,*

**WHEREAS,** *the departments and agencies of the state of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and,*

**WHEREAS,** *barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.*

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT,** do hereby proclaim the month of **APRIL 2013,** as

**“FAIR HOUSING MONTH  
IN  
ST. CHARLES PARISH”**

s/V.J. ST. PIERRE, JR.  
V.J. ST. PIERRE, JR.  
PARISH PRESIDENT  
ABSENT  
CLAYTON FAUCHEUX, JR.  
CLAYTON FAUCHEUX, JR.  
COUNCILMAN AT LARGE, DIV. B  
s/TERRELL D. WILSON  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I  
s/MARY TASTET  
MARY TASTET  
COUNCILWOMAN, DISTRICT II  
ABSENT  
WENDY BENEDETTO  
WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

s/CAROLYN K. SCHEXNAYDRE  
CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A  
s/PAUL J. HOGAN, PE  
PAUL J. HOGAN, PE  
COUNCILMAN, DISTRICT IV  
s/LARRY COCHRAN  
LARRY COCHRAN  
COUNCILMAN, DISTRICT V  
ABSENT  
TRACI A. FLETCHER  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI  
s/JULIA FISHER-PERRIER  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII

**PROCLAMATION**

- WHEREAS,** America’s WETLANDS, a vast landscape extending along Louisiana’s coast and home to a unique and intricate ecosystem is disappearing at a rate of 25 square miles per year; and,
- WHEREAS,** America’s WETLANDS, is an area of world ecological significance and strategic importance to our national economy and energy security, and is at a great risk; and,
- WHEREAS,** America’s WETLANDS, is the wintering habit for millions of waterfowl and migratory birds whose habitat is lost as the wetlands disappear, and the Nation relies on Louisiana’s working wetlands to provide protection for oil and gas pipelines that serve as a major artery for delivering more than 25 percent of the Nation’s energy; and,
- WHEREAS,** Louisiana’s proposed Comprehensive Coastal Protection and Restoration Master Plan is an integral component in our work to preserve, protect, and restore America’s WETLANDS; and,
- WHEREAS,** the LSU AgCenter and the LA Department of Natural Resources has teamed up for the fifth year to bring teachers and students throughout our State and Parish the Youth Wetlands Week Program; a program consisting of environmental education lessons and hands-on activities designed to heighten the awareness of Louisiana’s youth to the unprecedented problem of wetland loss; and,
- WHEREAS,** last year within St. Charles Parish, 400 students and 5 teachers participated in Youth Wetlands Week and in 2013, there are 400 students and 6 teachers enrolled to participate in the program.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE WEEK OF **APRIL 21-27, 2013, AS**

**“YOUTH WETLANDS WEEK”**

IN ST. CHARLES PARISH AND URGE EVERYONE TO TAKE THIS WEEK TO LEARN MORE ABOUT COASTAL PROTECTION AND SUPPORT EFFORTS TO RAISE AWARENESS ABOUT THE CRITICAL NEED FOR LOUISIANA TO DEVELOP A SUSTAINABLE COAST.

s/V.J. ST. PIERRE, JR.  
**V.J. ST. PIERRE, JR.**  
**PARISH PRESIDENT**  
**ABSENT**

---

**CLAYTON FAUCHEUX, JR.**  
**COUNCILMAN AT LARGE, DIV. B**

---

s/TERRELL D. WILSON  
**TERRELL D. WILSON**  
**COUNCILMAN, DISTRICT I**

---

s/MARY TASTET  
**MARY TASTET**  
**COUNCILWOMAN, DISTRICT II**  
**ABSENT**

---

**WENDY BENEDETTO**  
**COUNCILWOMAN, DISTRICT III**

s/CAROLYN K. SCHEXNAYDRE  
**CAROLYN K. SCHEXNAYDRE**  
**COUNCILWOMAN AT LARGE, DIV. A**

---

s/PAUL J. HOGAN, PE  
**PAUL J. HOGAN, PE**  
**COUNCILMAN, DISTRICT IV**

---

s/LARRY COCHRAN  
**LARRY COCHRAN**  
**COUNCILMAN, DISTRICT V**  
**ABSENT**

---

**TRACI A. FLETCHER**  
**COUNCILWOMAN, DISTRICT VI**

---

s/JULIA FISHER-PERRIER  
**JULIA FISHER-PERRIER**  
**COUNCILWOMAN, DISTRICT VII**

**PROCLAMATION**

**WHEREAS,** *St. Charles Parish is a Community that includes many citizens aged 60 and older; and,*

**WHEREAS,** *the older adults in St. Charles Parish are the roots from which our Community grows, who bestow gifts of wisdom and insight upon younger generations, and strengthen the bonds between neighbors to create a better place to live; and,*

**WHEREAS,** *our society can be enhanced by older adults aging peacefully in their communities; and,*

**WHEREAS,** *the older adults in St. Charles Parish should be commended for their role in creating and bolstering the fiber of our Community and Nation; and,*

**WHEREAS,** *our Community can provide that recognition and respect by enriching the quality of life for older Americans by increasing their opportunities to remain in their communities as active and engaged citizens; provide services, technologies, and support systems that allow seniors to foster and maintain connections within the community; and emphasize the value of elders by publically recognizing their contributions to the diversity, strength, and unity of our Community; and,*

**WHEREAS,** *the 2013 theme for Older Americans Month is "Unleash the Power of Age".*

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF **MAY, 2013, AS**

**"OLDER AMERICANS MONTH"**

IN ST. CHARLES PARISH AND **MAY 24, 2013, AS**

**"OLDER AMERICANS MONTH CELEBRATION"**

BE IT FURTHER RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, URGE ALL CITIZENS TO TAKE TIME THIS MAY TO HONOR OUR OLDER ADULTS AND THE PROFESSIONALS, FAMILY MEMBERS, AND VOLUNTEERS WHO CARE FOR THEM. OUR RECOGNITION OF OLDER AMERICANS AND THEIR INVOLVEMENT IN OUR LIVES CAN HELP US ACHIEVE STRONGER AND MORE MEANINGFUL CONNECTIONS WITH EACH OTHER AND ENRICH OUR COMMUNITY'S QUALITY OF LIFE.

s/V.J. ST. PIERRE, JR.  
V.J. ST. PIERRE, JR.  
PARISH PRESIDENT  
ABSENT

---

CLAYTON FAUCHEUX, JR.  
COUNCILMAN AT LARGE, DIV. B

s/TERRELL D. WILSON  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

s/MARY TASTET  
MARY TASTET  
COUNCILWOMAN, DISTRICT II

s/WENDY BENEDETTO  
WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

s/CAROLYN K. SCHEXNAYDRE  
CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

s/PAUL J. HOGAN, PE  
PAUL J. HOGAN, PE  
COUNCILMAN, DISTRICT IV

s/LARRY COCHRAN  
LARRY COCHRAN  
COUNCILMAN, DISTRICT V  
ABSENT

TRACI A. FLETCHER  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

s/JULIA FISHER-PERRIER  
JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII



**PROCLAMATION**

**WHEREAS,** *St. Charles Borromeo Catholic Church is hosting their 33rd Annual Little Red Church Food & Fun Festival on May 3-5, 2013 at 13396 River Road in Destrehan, Louisiana.*

**WHEREAS,** *The Little Red Church Festival Committee invites everyone to come and enjoy delicious food & beverages, exciting games, amusement park rides, live bands, dancing, pageantry, drum lines & the coronation of Miss Little Red Church.*

**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MAY 3-5, 2013, AS ST. CHARLES BORROMEO CATHOLIC CHURCH'S**

**“LITTLE RED CHURCH FESTIVAL WEEKEND”**

**IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DESTREHAN, LOUISIANA.**

**s/V.J. ST. PIERRE, JR.**

**V.J. ST. PIERRE, JR.  
PARISH PRESIDENT  
ABSENT**

**CLAYTON FAUCHEUX, JR.**  
**COUNCILMAN AT LARGE, DIV. B**

**s/TERRELL D. WILSON**  
**TERRELL D. WILSON  
COUNCILMAN, DISTRICT I**

**s/MARY TASTET**  
**MARY TASTET  
COUNCILWOMAN, DISTRICT II**

**s/WENDY BENEDETTO**  
**WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III**

**s/CAROLYN K. SCHEXNAYDRE**

**CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A**

**s/PAUL J. HOGAN, PE**  
**PAUL J. HOGAN, PE  
COUNCILMAN, DISTRICT IV**

**s/LARRY COCHRAN**  
**LARRY COCHRAN  
COUNCILMAN, DISTRICT V**

**ABSENT  
TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI**

**s/JULIA FISHER-PERRIER**  
**JULIA FISHER-PERRIER  
COUNCILWOMAN, DISTRICT VII**



**2013-0127**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. 13-4-6**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

- WHEREAS,** the property at 818 Fox lane is vacant; and,
- WHEREAS,** the surrounding land uses make a light industrial use of the property a likely alternative; and,
- WHEREAS,** the St. Charles Parish Planning and Zoning Commission recommended approval of the owners' request to rezone to M-1 at its regular meeting of April 4, 2013; and,
- WHEREAS,** rezoning the property to M-1 does not conflict with the Future Land Use Map.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to M-1 at 818 Fox Lane (Lot 1, Square B, Almedia Plantation Subdivision of Tract 32, and a 117 linear foot section of a 16-foot wide undeveloped road), St Rose, as requested by Metro Investments LLC.

**SECTION II.** To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to reflect the zoning reclassifications to M-1.

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

- YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER
- NAYS: NONE
- ABSENT: FLETCHER

And the ordinance was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Walter Benedetto*  
 SECRETARY: *Caleb Madore*  
 DLVD/PARISH PRESIDENT: *April 24, 2013*  
 APPROVED: *[checkmark]* DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: *[Signature]*  
 RETD/SECRETARY: *April 24, 2013*  
 AT: *3:10pm* RECD BY: *GM*

ACTING

**2013-0108**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF COMMUNITY SERVICES)**

**ORDINANCE NO. 13-4-7**

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2013 through July 11, 2013.

**WHEREAS,** the St. Charles Parish Department of Community Services is the sponsor for the Summer Food Program; and,

**WHEREAS,** the St. Charles Parish School Board has implemented a fee schedule for the use of its facilities during the program; and,

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

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the agreement for Summer Food Service Program Facilities by and between the St. Charles Parish Council and the St. Charles Parish School Board is hereby approved.

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

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER

NAYS: NONE

ABSENT: FLETCHER

And the ordinance was declared adopted this 22<sup>nd</sup> day of April, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wesley Benedetto

ACTING SECRETARY: Calli Madue

DLVD/PARISH PRESIDENT: April 24, 2013

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: VJL

RETD/SECRETARY: April 24, 2013

AT: 3:10pm RECD BY: cm

**ST. CHARLES PARISH COUNCIL AND THE ST. CHARLES PARISH SCHOOL  
BOARD  
AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM FACILITIES**

This agreement is made and entered into as of 3rd day of June 2013, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by V. J. St. Pierre, Jr., President, duly authorized by Ordinance No. 13-4-7 dated 4/22/13, hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Dr. Rodney Lafon, Superintendent, duly authorized by action of the St. Charles Parish School Board, dated \_\_\_\_\_, hereinafter referred to as "School Board."

WHEREAS, the School Board is the owner of St. Rose Elementary School, Eual Landry Alternative School, Luling Elementary School, WHEREAS, the Council is interested in providing a Summer Food Service Program for qualifying students of the area, and WHEREAS, the School Board desires to cooperate with the Council, and to provide the best possible service to the residents of St. Charles Parish, and

1. The School Board hereby grants to the Council, for the period of June 03, 2013, through July 11 2013, (~~off~~ July 4, 2013) (total of 23 days) the use and control of the kitchen and cafeteria of St. Rose Elementary School, Eual Landry Alternative School and Luling Elementary School. The Council shall have the use of the property for a fee of \$0.10 per lunch meal served during the approved dates for the Summer Feeding Program, payable no later than August 23, 2013, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
2. The Council agrees to:
  - A. Use the above described property only for the Summer Feeding Program. Such use is not to be contrary to present or future School Board policies, rules and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
  - B. Accept in the present condition and subject to any servitudes above described property.
  - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the conditions of the facilities.

- D. Properly maintain the property, which said maintenance includes keeping are clean, neat, and sanitary condition, all at the expense of the Council.
  - E. Pay **\$0.00** as reimbursement for utilities and other costs arising out of use of the property to be leased, and **\$0.00** as reimbursement for operational costs for buses and drivers used to transport eligible participants of the summer food service program.
  - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
  - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish School Board who funds its operation from June 3, 2013 through July 11, 2013 through the Summer Food Service Program."
  - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
  - I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
  - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board, a custodian at each location who worked during the school year as a custodian for the School Board, and will employ a driver for each bus who worked during the school year as a driver for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorney's fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.

- B. Accept as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.
- C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
- D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
- E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
- (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
  - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$1,000,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable

an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

In connection with the aforementioned liability and automobile insurance policies and as a further condition of this agreement, the Council will cause the School Board to be shown as additional insured and to be provided with a waiver of subrogation as to the property herein leased.

3. The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.
4. During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.

THUS DONE AND SIGNED in the presence of the undersigned witness.

WITNESSES:

*[Signature]*

*Calli Madero*

ST. CHARLES PARISH COUNCIL

*[Signature]*

ST. CHARLES PARISH SCHOOL BOARD

\_\_\_\_\_

\_\_\_\_\_

**2013-0126**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 13-4-8**

An ordinance to approve and authorize the execution of a Contract for Engineering Services with Civil & Environmental Consulting Engineers for necessary professional engineering services associated with Parish Project No. P130301 Cortez Pump Station Capacity Increase and Upgrades.

**WHEREAS**, the current Cortez Pump Station serving the Up the Bayou Area in Des Allemands is of insufficient capacity to meet the demand for handling drainage during major rain events; and,

**WHEREAS**, this project will replace the existing pump and install a new second pump to increase capacity along with upgrading the deck structure and electrical equipment to accommodate the new equipment.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the contract for Engineering Services between Civil & Environmental Consulting Engineers and the Parish of St. Charles is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said contract on behalf of the Parish of St. Charles.

**SECTION III.** Approximately \$500,000 in residual obligated FEMA Hazard Mitigation Grant (HMGP#1603c-089-0020) monies will be used to fund construction of said project.

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

- YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER
- NAYS: NONE
- ABSENT: FLETCHER

And the ordinance was declared adopted this 22nd day of April, 2013 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*  
 ACTING SECRETARY: *Calli Madere*  
 DLVD/PARISH PRESIDENT: *April 24, 2013*  
 APPROVED:  DISAPPROVED:   
 PARISH PRESIDENT: *W. St. Pierre*  
 RETD/SECRETARY: *April 24, 2013*  
 AT: *3:10 pm* RECD BY: *CTM*



**SINGLE PROJECT**  
**CONTRACT FOR ENGINEERING SERVICES**

THIS AGREEMENT made and effective as of the 24<sup>th</sup> day of April, 2013, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and **CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS, 13919 RIVER RD., SUITE 310, LULING, LA. 70070**, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for **P130301 Cortez Pump Station Capacity Increase and Upgrade** project as described in Ordinance No. 13-4-8 which is attached hereto and made a part hereof.

**1.0 GENERAL**

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. Engineering will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Engineer will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin Conceptual, Preliminary, and Design phases of the project will be given to the Engineer by the owner. The Owner may terminate the Contract by written notification and without cause per Section 7.0 during any phase of the project.

**2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER**

**2.1 General**

**2.1.1 Engineer shall provide for Owner professional engineering services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection.**

**2.1.2 In general, the Project consists of the Design and Construction Management of the following major elements:**

Design and construct the following capacity increase and upgrade to the Cortez Pump Station:

- Replace 24" combination diesel/electric pump with a new 24" direct electric drive. If replacement cannot be done within budget, then remove/reinstall existing pump for re-furbishing and permanently remove just the diesel driver to make room for second pump.
- Install a second new 24" direct electric pump or the next logical smaller sized pump if space is a constraint to increase pump station capacity.
- Upgrade top deck to accommodate new equipment.
- Install new discharge lines to Bayou Des Allemands.
- Move the existing bar screen as far as possible away from the pump deck to increase area for the second pump and a generator(to be installed at a later date).
- Replace existing electrical switch and control panels with new soft start controllers and automatic transfer switch for future generator.
- Perform required upgrades to existing sump structure to accommodate new equipment.



- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
  - 2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
  - 2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.
- 2.2 **Conceptual Design Report Phase**
- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
  - 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
  - 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
  - 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
  - 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
  - 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
    - Discussion of project background and need.
    - Schematic layouts, sketches, or photographs.
    - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
    - Any special material specifications including major equipment specifications.
    - A preliminary cost estimate for each alternative.
    - Engineer's conceptual opinion of probable costs for the selected alternative.
    - Project Master Schedule.
    - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
    - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
  - 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
  - 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
    - Five(5) copies of the report for review.
    - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of

the Master project schedule in Microsoft Project format.

- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## **2.3 Design Memorandum Phase**

**2.3.1** The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.

**2.3.2** The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

**2.3.3** The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

**2.3.4** Meeting with the Owner and presenting findings of the Preliminary Design Report.

**2.3.5** The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic

file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.

- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

## **2.4 Design Phase**

**2.4.1** Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

**2.4.2** Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.

**2.4.3** Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).

**2.4.4** Meeting with the Owner and presenting the final design.

**2.4.5** The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.

- Three(3) copies of the contract/bid document for review.
- Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings – D Size for review.
- Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

## **2.5 Bidding Phase**

**2.5.1** Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.

**2.5.2** Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.

**2.5.3** Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.

**2.5.4** Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.

**2.5.5** Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.

**2.5.6** Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend,

in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

## **2.6 Construction Phase**

### **During the Construction Phase**

**2.6.1 General Administration of Construction Contract.** Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

**2.6.2 Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress.

**2.6.2.1** Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.

**2.6.2.2** The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by



Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.

- 2.6.3 **Defective Work.** During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.6.4 **Interpretations and Clarifications.** Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.6.5 **Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 **Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 **Inspections and Tests.** Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 **Dispute between Owner and Contractor.** Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 **Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
  - 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in

the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

- 2.6.9.2** By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
- 2.6.10 Construction Closeout Document.** Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
- 2.6.11 Inspection.** Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.6.12 Pre-Construction Conference.** Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.6.13** Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.6.14** Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of

any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.

**2.6.15 Work Directive Changes and Change Orders.** To be provided as appropriate to construct the project and in accordance with State and Local Laws.

## **2.7 Close-out and Operational Phase**

During this Phase, Engineer shall:

**2.7.1 Provide start-up services for the new facility.**

**2.7.2 Prepare training materials and adequate field training for Owner's staff to operate and maintain the new facility. The program consists of hands-on training using the installed equipment.**

**2.7.3 Assemble 2 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.**

**2.7.4 Assemble 2 complete sets of approved shop drawings in proper order for Owner's future reference.**

**2.7.5 Provide technical consultation and assistance in correcting warranty items.**

**2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.**

**2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".**

**2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.**

**2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.**

## **2.8 Resident Engineer and Inspection**

**2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.**

**2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.**

**2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.**

**2.8.4 Duties and Responsibilities of RPR.**

- 2.8.4.1 Schedules.** Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 2.8.4.2 Conferences and Meetings.** Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- 2.8.4.3 Liaison:**
- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:**
- Record date of receipt of Shop Drawings and samples.
  - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
  - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.**
- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
  - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
  - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents.** Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are



- needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications.** Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.**
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
  - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
  - Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
  - Keep pictorial record of progress of project.
- 2.8.4.9 Reports:**
- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
  - Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
  - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
  - Report immediately to Engineer and Owner upon the occurrence of any accident.
- 2.8.4.10 Payment Requests.** Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.8.4.11 Certificates, Maintenance and Operations Manuals.** During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract

Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

**2.8.4.12 Completion.**

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

**2.8.5 Limitation of Authority.**

**2.8.5.1 Resident Project Representative**

- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
- Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
- Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
- Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
- Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- Shall not authorize Owner to occupy the project in whole or in part.
- Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

**3.0 SERVICES OF THE OWNER**

- 3.1** Provide full information as to the requirements of the Project.
- 3.2** Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.
- 3.3** Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

**4.0 COMPENSATION**

- 4.1** For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
  - 4.1.1** Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the

project or a lump sum estimate by the Engineer.(mark the method of compensation with an X)

X Percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost. This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

N/A Lump Sum amount of \$ \_\_\_\_\_ paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
    - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
  - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
    - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
  - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and

Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.

- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:

- Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.5 If the Project, or any portion thereof, is not constructed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per section 7.0.

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

4.2 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary Basic Engineering or Resident Engineering and Inspection Services, the Owner shall pay Engineer in accordance with Paragraph 4.2.1 through 4.2.3, based on monthly invoices submitted by the Engineer, within sixty (60) days of receipt of Engineer's invoice.

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit C on page 21 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

4.2.2 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written authorization to perform the service.
  - Timesheets for all hours invoiced.
  - Invoice copies, logs or other substantiation of nonsalary expenses.
- 4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
  - Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.
- 4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

**5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING**

- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.
- 5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.
- 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.
- 5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.
- 5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
- 5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.
- 5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the



completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

- 5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
- 5.1.2.6 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
- 5.1.2.7 Providing renderings or models for Owner's use.
- 5.1.2.8 Preparing documents in addition to those furnished under Design Engineering and Construction Services for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.
- 5.1.2.9 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.10 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.11 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.

## **6.0 OWNERSHIP OF DOCUMENTS,**

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.

- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.
- 7.0 **TERMINATION.**
- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 8.0 **COMPLIANCE WITH LAWS AND ORDINANCE.**
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 **SUCCESSORS AND ASSIGNS**
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 **INSURANCE**
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

**11.0 GENERAL.**

- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.

**12.0 ACCESS TO SITE.**

- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.



**13.0 WARRANTY.**

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

**14.0 EXCLUSIVE JURISDICTION AND VENUE**

- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

**WITNESSES:**



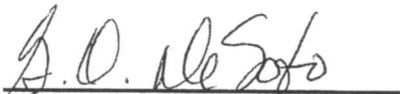


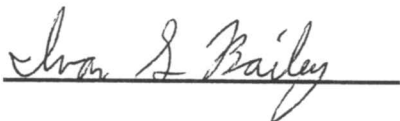
**ST. CHARLES PARISH**



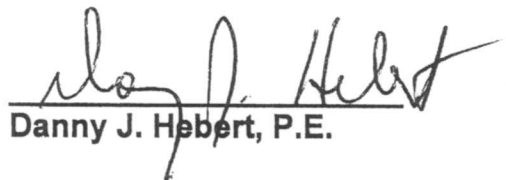
V. J. St. Pierre, Jr.  
Parish President

**WITNESSES:**





**CIVIL & ENVIRONMENTAL  
CONSULTING ENGINEERS**

  
Danny J. Hebert, P.E.

## EXHIBIT A

The following contract documents and specifications are to be assembled, bound using plastic comb binders, and delivered to St. Charles Parish Public Works Office. The contract document is basically the bid document with forms completed according to the instructions below, and all project specifications that were included in the bid document.

Six(6) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original attestation form(section 00470) signed, dated, and notarized.
- Original Employment Status Verification form(section 00475) signed, dated, and notarized.
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480).
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationary is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-2 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

“Should any of the above described policies be canceled or changed by restricted amendment before the expiration date thereof, the issuing Company will give thirty (30) days written notice to the below named certificate holder.

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.

## EXHIBIT B

### CONSULTING ENGINEERING

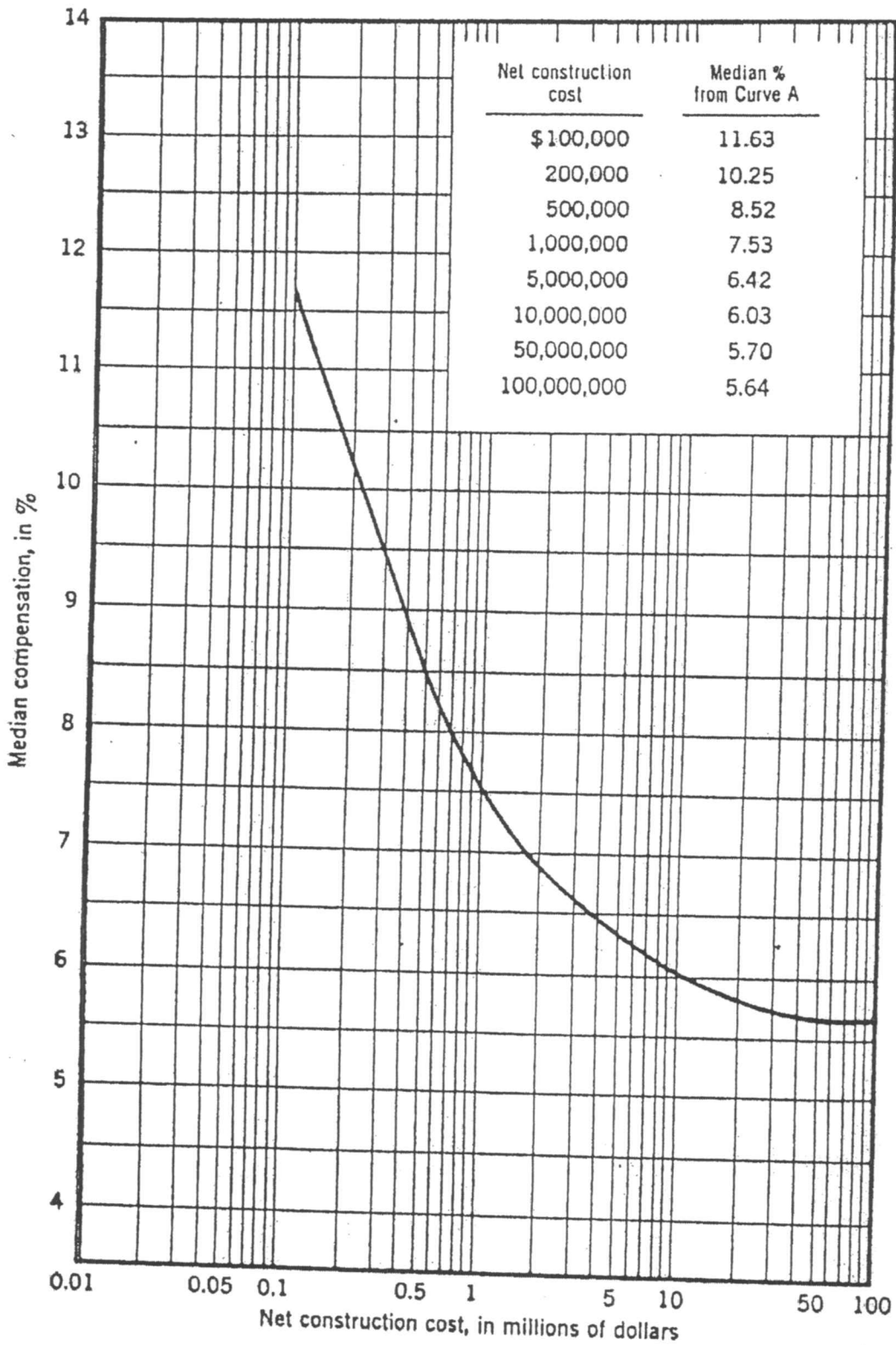


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

## EXHIBIT C



Civil & Environmental Consulting Engineers  
Danny J. Hebert, P.E., L.L.C.  
One American Place ~ 13919 River Road, Suite 310  
Luling, LA 70070  
www.hebertengineering.com  
phone: (985) 785-2380 fax: (985) 785-2388

### 2013 Rate Schedule

#### OFFICE PERSONNEL:

Principle Engineer	\$175.00/Hr.
Research, Legal Testimony & Depositions	\$250.00/Hr.
Registered Professional Engineer	\$125.00/Hr.
Registered Professional Land Surveyor	\$110.00/Hr.
Design Architect	\$125.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Project Manager	\$125.00/Hr.
Engineering Technician	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$ .565/Mi.*

#### CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative	\$65.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$ .565/Mi.*

#### SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.
Party Chief/Instrument Man	\$80.00/Hr.
Rodman/Chainman	\$50.00/Hr.

#### COMPUTER SERVICES:

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$125.00/Hr.
Word Processing	\$45.00/Hr.
Computer Plotting (AutoCAD)	\$80.00/Hr.

#### SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
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**\*ALL RATES ARE SUBJECT TO ANNUAL RATE INCREASES**

2013-0129

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. 13-4-9

An ordinance to amend the Code of Ordinances Appendix A, Sections X.G.1.c and X.G.3.a to change the permit type and to clarify the General Design Requirements for the installation of telecommunication towers and related equipment to reflect the International Building Code Wind Load Requirements.

**WHEREAS,** the General Design Requirements for the installation of Telecommunications towers and related equipment was adopted into the St. Charles Parish Code of Ordinances in 1997; and,

**WHEREAS,** St. Charles Parish adopted the International Building Code and its wind load requirements in 2006; and,

**WHEREAS,** there are conflicts between the two ordinances making it difficult for tower and cellular communication engineers to certify that both things are true; and,

**WHEREAS,** St. Charles Parish Council wishes correct this conflict.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the St. Charles Parish Code of Ordinances, Appendix A, Section X.G.1.c is amended (add underline, delete strikethrough)

c. Permit Fee. ~~An applicant for a permit for a~~ New cellular or PCS installation towers shall ~~pay a~~ be permitted as permit fee based on the permit fee structure outlined for industrial new commercial permits in St. Charles Parish. Other installations or modifications to existing facilities shall require the appropriate trade or commercial renovation permit.

**SECTION II.** That the St. Charles Parish Code of Ordinances, Appendix A, Section X.G.3.a is amended by as follows (add underline, delete strikethrough):

a. Structural Integrity. Cellular and PCS towers and any other transmission equipment shall be certified by an engineer, registered in the State of Louisiana, to withstand the minimum wind load structural standards for antenna towers and support structures of one hundred and five (105) miles per hour and a maximum gust load of two hundred (200) miles per hour as specified by the latest edition of the International Building Code IBC/ASCE-7 and the Telecommunications Industry Association Standards referenced as TIA-222 as adopted and as amended hereafter. ~~The tower and any other transmission equipment must be certified to meet any structural standards for steel antenna towers and support structures set in the Electronic Industries Association/Telecommunications Association Standards referenced as EIA/TTA-222 and as amended hereafter.~~

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FISHER-PERRIER  
NAYS: NONE  
ABSENT: FLETCHER

And the ordinance was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto

ACTING SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2013

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: V.J. St. Pierre

RETD/SECRETARY: April 24, 2013

AT: 3:10 pm RECD BY: Com

**2013-0130**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PARKS AND RECREATION)  
MARY TASTET, COUNCILWOMAN, DISTRICT II  
JULIA FISHER-PERRIER, COUNCILWOMAN, DISTRICT VII  
CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B**

**ORDINANCE NO. 13-4-10**

An ordinance to approve and authorize the execution of a Mitigation Participation Agreement by and between Chevron U.S.A, Inc. and the Parish of St. Charles in the amount of \$60,000.00 for wetlands mitigation required to further develop Rathborne Park in Luling.

**WHEREAS,** St. Charles Parish has undertaken the next phase of design and construction of the Rathborne Park in Luling to provide additional recreation and fitness amenities for the citizens of St. Charles Parish; and,

**WHEREAS,** in order to fulfill the wetland permitting requirements it is necessary to purchase 3.0 acres of bottomland hardwood mitigation credits at the Paradis Mitigation Bank Area located in St. Charles Parish in the amount of \$60,000.00; and,

**WHEREAS,** it is the desire of the Parish Council to approve said Mitigation Participation Agreement to comply with the requirements of U. S. Army Corp of Engineers Permit No. MVN-1998-3826-EBB.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Mitigation Participation Agreement by and between Chevron U.S.A., Inc. and the Parish of St. Charles in the amount of \$60,000.00 is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Mitigation Participation Agreement on behalf of the Parish of St. Charles.

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

**YEAS:** FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
**NAYS:** SCHEXNAYDRE  
**ABSENT:** NONE

And the ordinance was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: Wendy Bennett  
SECRETARY: Calli Madew  
DLVD/PARISH PRESIDENT: April 24, 2013  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: Neil  
RETD/SECRETARY: April 24, 2013  
AT: 3:10pm RECD BY: am

IRELAND FEE PARADIS (049765)

PARADIS MITIGATION BANK AREA

ST. CHARLES PARISH, LOUISIANA

UNITED STATES OF AMERICA

MITIGATION PARTICIPATION AGREEMENT

BETWEEN

CHEVRON U.S.A. INC.

AND

**PARISH OF ST. CHARLES**

Effective Date : April \_\_, 2013



## MITIGATION PARTICIPATION AGREEMENT

THIS MITIGATION PARTICIPATION AGREEMENT ("Contract") is entered into this \_\_\_\_ day of April, 2013 (the "Effective Date"), by and between Chevron U.S.A. Inc., a Pennsylvania corporation ("Seller"), with a mailing address at 1400 Smith, Houston, Texas 77002 and Parish of St. Charles, with a mailing address at P.O. Box 302, Hahnville, Louisiana 70057 ("Permittee").

### RECITALS

- A. Seller is the Sponsor of the Paradis Mitigation Bank (the "Bank") as that term is defined in the Mitigation Banking Instrument ("MBI") and in such capacity has agreed to perform all necessary work to enhance and restore wetland functions and maintain wetland habitats and transitional buffers, if applicable, in accordance with the provisions of the MBI.
- B. Seller is responsible for maintaining accounting records and monitoring the Bank for success and providing this information in reports documenting bank usage and the results of monitoring.
- C. The Bank is established to provide compensation for impacts to bottomland hardwood wetlands and Cypress swamps, within the Alluvial Valley of the Mississippi River within the Hydrologic Cataloging Unit 8090301.
- D. Permittee has filed an application with the U.S. Army Corps of Engineers for a Wetlands Use Permit for construction of storm surge protection in Sections 5, 6, 37, and 57 T 14S, R21E; Sections 48, 50, and 57, T13S, R21E; Sections 93 and 119, T13S, R20E; and Section 1, T13S, R21E, said permit to be conditioned to require mitigation for impacts that are likely to occur and which are of importance to the human or aquatic environment.
- E. The U.S. Army Corps of Engineers New Orleans District has approved the use of the Bank to fulfill Permittee's compensatory mitigation requirements as outlined in US COE Basefile # MVN-1998-3826 EBB permit.

### AGREEMENT

#### 1. DEFINITIONS, INTERPRETATIONS, AND EXHIBITS

- 1.1 **Definitions.** As used in this Contract, these words or expressions have the following meanings:

"Affiliate" means any legal entity which controls, is controlled by, or is under common control with, another legal entity. An entity is deemed to "control" another if it owns directly or indirectly at least fifty percent of either of the following:

- (A) The shares entitled to vote at a general election of directors of such other entity.
- (B) The voting interest in such other entity if such entity does not have either shares or directors.

"Bank" means the Paradis Mitigation Bank. Its location is shown on Exhibit C and it is more specifically described in the MBI.



“Claim” means any claim, liability, loss, demand, damages, Lien, cause of action of any kind, obligation, costs, judgment, interest and award (including recoverable legal counsel fees and costs of litigation of the Person asserting the Claim), whether arising by law, contract, tort, voluntary settlement or otherwise.

“COE” means the U.S. Army Corps of Engineers New Orleans District.

“Dispute” means any dispute or controversy arising out of this Contract or the performance of services hereunder, including a Claim under this Contract and any dispute or controversy regarding the existence, construction, validity, interpretation, enforceability or breach of this Contract.

“Effective Date” means the date defined as “Effective Date” in the introductory paragraph of this Contract.

“Exhibit” means the documents referred to in Section 1.3(A).

“MBI” means the Paradis Mitigation Banking Instrument dated June 9, 2005, between Chevron U.S.A. Inc., the U.S. Army Corps of Engineers New Orleans District, et al.

“Party” means Seller or Buyer and “Parties” mean both of them.

“Permittee” means the Person defined as “Permittee” in the introductory paragraph of this Contract and Permittee’s successors, and assigns.

“Person” means an individual, corporation, company, state, statutory corporation, partnership, trust, unincorporated organization, association, government entity or any other legal entity.

“Records” means information in any recorded form, whether electronic or otherwise, including books, papers, documents, contracts, financial accounts, ledgers, recordings, purchase orders, invoices, vouchers, receipts, manifests, correspondence, memoranda, instructions, plans, drawings, personnel records, timesheets, payroll records, inspection records, registers, statements, reports, written and other information, computer data and other data.

“Seller” means the Person defined as “Seller” in the introductory paragraph of this Contract.

1.2 **Interpretation.** Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Contract:

- (A) The plural and singular words each include the other.
- (B) The masculine, feminine and neuter genders each include the others.
- (C) The word “or” is not exclusive.
- (D) The word “includes” and “including” are not limiting.
- (E) References to matters “arising” (or which “arise” or “arises”) “out of this Contract” include matters which arise in connection with this Contract or have a causal connection with or which flow from this Contract or which would not have arisen

or occurred but for the entering into this Contract or the performance of or failure to perform obligations under this Contract.

- (F) The headings in this Contract are included for convenience and do not affect the construction or interpretation of any provision of, or the rights or obligations of a Party under, this Contract.

**1.3 Exhibits.**

- (A) All of the Exhibits that are attached to the body of this Contract are an integral part of this Contract and are incorporated by reference into this Contract, including:
  - (1) Exhibit A – Specifications
  - (2) Exhibit B – Permittee’s COE Permit
  - (3) Exhibit C – Location Map of the Bank
- (B) If a conflict exists between the body of this Contract and the Exhibits, the body prevails to the extent of the conflict.

**2. SELLER SERVICES**

- 2.1 Seller owns and operates the Bank and is prepared to and upon the payment specified in Section 3.1(B), shall commence to render all services and shall satisfy all of the terms and conditions specified in Exhibit A.

**3. PAYMENTS**

- 3.1 Permittee will compensate Seller for the services to be performed in accordance with the terms and conditions of this Contract as follows:
  - (A) Permittee desires to acquire 3.00 acres of bottomland hardwood credits from the Bank as specified in COE permit attached as Exhibit B.
  - (B) Concurrent with the execution of this Contract, Permittee shall pay Seller in U.S. Dollars the amount of SIXTY THOUSAND DOLLARS (\$60,000).

**4. WARRANTEE**

- 4.1 Seller hereby warrants that it has record title to the Bank and that it has all rights to perform the obligations undertaken by Seller in this Contract. The Parties hereto warrant to each other that they have the right to enter into this Contract.

**5. GOVERNMENTAL COMPLIANCE**

- 5.1 Seller warrants and agrees to comply with any and all laws, ordinances, orders, rules, regulations, standards, licensing requirements or otherwise of any state, federal, municipal or local authority or agency thereof, now in force and effect, or which may be passed, enacted, issued, revised, required or promulgated hereinafter, incident to, arising out of or in any way connected with the Bank and/or any activities conducted under, pursuant to or by virtue of this Contract.

6. **GOVERNING LAW AND RESOLUTION OF DISPUTE**

- 6.1 **Governing Law.** This Contract is governed by, and interpreted under the laws of the State of Louisiana, without regard to its choice of law rules, except that the substantive and procedural rules of the Federal Arbitration Act, 9 U.S.C. §§ 1 – 16 (“the Act”) shall govern Section 6.
- 6.2 **Resolution of Disputes.** If any Dispute arises out of or in relation to this Contract and if the Dispute cannot be settled by direct negotiations, either Party may initiate mediation. If the Parties fail to settle the Dispute within thirty days of notice of mediation, either Party may initiate binding arbitration. The following provisions shall apply to arbitration proceedings pursuant to Section 6:
- (A) The place of arbitration will be New Orleans, Louisiana.
  - (B) One arbitrator will conduct the arbitral proceedings in accordance with The International Institute for Conflict Prevention & Resolution (“CPR”) Rules and CPR is the appointing authority.
  - (C) The arbitrator does not have the power to award, nor shall the arbitrator award, any punitive, indirect or consequential damages (however denominated). Each Party will bear its own costs of legal representation and witness expenses.
  - (D) The arbitrator must render a reasoned award in writing. This award shall be based upon a decision which must detail the finding of fact and conclusions of law on which it rests. The award is final and binding.
  - (E) The Dispute will be resolved as quickly as possible. The arbitration award must be issued within three months from completion of the hearing, or as soon as possible thereafter.

7. **GENERAL PROVISIONS**

- 7.1 **Entire Agreement.** This Contract comprises the complete and exclusive agreement between the Parties regarding the subject matter of this Contract, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.
- 7.2 **Notices.** All notices required or permitted under this Contract must be in writing and delivered by mail (postage prepaid) or by hand delivery to the address of the receiving Party set out in the signature page to this Contract. Notice may also be delivered by facsimile sent to the facsimile number of the receiving Party set out in the signature page to this Contract provided that the original notice is promptly sent to the recipient by mail (postage prepaid) or by hand delivery. Notices sent by email are ineffective. Notices are effective when received by the recipient during the recipient’s regular business hours. Notices which do not comply with the requirements of this Contract are ineffective.
- 7.3 **Amendment.** Neither this Contract nor any provision hereof may be altered, amended, modified, superseded, canceled, changed, waived, renewed, extended, discharged or terminated, except in a writing duly executed by the Parties.

- 7.4 **Successors and Assigns.** This Contract will be binding upon and inure to the benefit of the Parties and their respective Affiliates, heirs, legal representatives, successors and assigns.
- 7.5 **Drafting.** Preparation of this Contract has been a joint effort of the Parties and the resulting Contract must not be construed more severely against one of the Parties than against the other.
- 7.6 **Authorized Representatives.** Each Party represents and warrants that the Contract has been duly executed and delivered by its authorized officer or other representative and constitutes its legal, valid and binding obligation enforceable in accordance with its terms, and no consent or approval of any other person is required in connection with its execution, delivery and performance of this Contract.
- 7.7 **Severability.** Each provision of this Contract is severable. If any provision is determined to be invalid, unenforceable or illegal under any existing or future law by a court, arbitrator of competent jurisdiction or by operation of any applicable law, this invalidity, unenforceability or illegality will not impair the operation of or affect those portions of this Contract that are valid, enforceable and legal.
- 7.8 **Conflict of Interest.**
- (A) No director, employee, or agent of either Party may engage in any of the following activities without the other Party's prior written consent:
- (1) Give to or receive from any director, employee or agent of the other Party or any Affiliate of that Party either of the following:
    - (a) Any gift, entertainment or other benefit of significant cost or value.
    - (b) Any commission, fee or rebate.
  - (2) Enter into any business arrangement with any director, employee or agent of the other Party or any Affiliate of that Party (other than as a representative of the Party or its Affiliate).

For the period of two years after the Effective Date either Party, or its authorized representatives, may audit the applicable Records of the other Party for the purpose of determining whether there has been compliance with this Section 7.8. The provisions of this Section 7.8 will survive termination of this Contract.

**The remainder of this page left intentionally blank.**

The Parties have executed this Contract in duplicate as evidenced by the following signatures of authorized representatives of the Parties:

**SELLER:**  
**CHEVRON U.S.A. INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ADDRESS FOR NOTICES:**

1400 Smith  
Houston, Texas 77002  
Attention: A&D Manager  
Telephone: (281) 372-1700  
Facsimile: (866) 741-5436

**PERMITTEE:**  
**PARISH OF ST. CHARLES**

Signature: \_\_\_\_\_



Name: V. J. St. Pierre, Jr.

Title: Parish President

**ADDRESS FOR NOTICES:**

P.O. Box 302  
Hahnville, LA 70057  
Attention: Parish President  
Telephone: (985) 783-5000  
Facsimile: (985) 783-2067

## EXHIBIT A - SPECIFICATIONS

Chevron U.S.A. Inc. ("Seller") and the Sponsor of the Paradis Mitigation Bank located in St. Charles Parish, Louisiana, on behalf of Parish of St. Charles ("Permittee"), shall perform the following wetland mitigation in fulfillment of the Permittee's U.S. Army Corps of Engineers Permit attached hereto as Exhibit B and shall enhance 3.00 acres of lands located in the Paradis Mitigation Bank as follows:

1. Planting will be conducted during the non-growing season which is defined as December 15<sup>th</sup> through March 15<sup>th</sup>.
2. Wetland rehabilitation will be conducted in accordance with the approved Mitigation Banking Instrument for the Paradis Mitigation Bank.
3. If any portion of the 3.00 acres is destroyed or adversely impacted by activities and/or occurrences, other than by Acts of God, the U.S. Army Corps of Engineers shall be so advised in writing by Seller and restoration shall be made by Seller to the affected area or equal mitigation shall be implemented by Seller, as approved by the U.S. Army Corps of Engineers.
4. Seller has or shall immediately record a Conservation Servitude in accordance with the terms of the MBI to ensure that, in the event the 3.00 acres of land is sold, the new owner of the mitigation area will be aware of limitations pertaining to activities within the mitigation site. The Conservation Servitude will be filed in the conveyance records of St. Charles Parish, Louisiana.

End of Exhibit A

## EXHIBIT B – U.S. ARMY CORPS OF ENGINEERS PERMIT

(permit letter follows this page- remainder of page intentionally left blank)

**2013-0131**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)**

**ORDINANCE NO. 13-4-11**

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P091001, Drainage Improvements to KCS Canal Project to increase the contract amount by \$64,861.20 and increase the contract time by eighty three (83) days.

**WHEREAS,** Ordinance No. 12-6-7, adopted June 4, 2012, by the St. Charles Parish Council, approved and authorized the execution of a contract with Hamp's Construction, LLC for Parish Project No. P091001, Drainage Improvements to KCS Canal Project in the amount of \$1,199,737.81; and,

**WHEREAS,** The increase in contract amount resulted from two (2) Construction Change Directives and an increase in one (1) line item due to a work stoppage implemented for site remediation of asbestos, performed by the KCS Railroad. An increase of \$16,656.38 was a result of Change Directive #1 for demobilization from the project site. An Increase of \$46,864.82 was a result of Change Directive #2 for remobilization and to bring the condition of the project site back to the construction status prior to demobilization. An increase of \$1,340.00 in the line item for Traffic Maintenance Aggregate was required to continue construction on the project after asbestos remediation was performed. The two (2) additional line items were added and one (1) line item was increased which represents all cost associated with the work stoppage due to remediation of asbestos at the project site by the KCS Railroad; and,

**WHEREAS,** The increase in contract time was a result of days incurred from work stoppage due to the site remediation of asbestos by the KCS Railroad.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS,**

**SECTION I.** To approve and authorize the execution of Change Order No. 1 for Parish Project No. P091001, Drainage Improvements to KCS Canal Project to increase the contract amount by \$64,861.20 and increase the contract time by eighty three (83) days.

**SECTION II.** That the Parish President is hereby authorized to execute said Change Order on behalf of St. Charles Parish

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

- YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
- NAYS: NONE
- ABSENT: NONE

And the ordinance was declared adopted this 22nd day of April, 2013, to become effective five (5) days after this publication in the official journal.

ACTING

CHAIRMAN: *Walter Benedetto*  
 SECRETARY: *Caelli Madere*  
 DLVD/PARISH PRESIDENT: *April 24, 2013*  
 APPROVED: *[checkmark]* DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: *[Signature]*  
 RETD/SECRETARY: *April 24, 2013*  
 AT: *3:10pm* RECD BY: *[Signature]*

CHANGE ORDER

No. 1

DATE OF ISSUANCE: April 5, 2013

EFFECTIVE DATE \_\_\_\_\_

OWNER St. Charles Parish  
 CONTRACTOR Hamp's Construction LLC.  
 Contract: Drainage Improvements to KCS Canal  
 Project:  
 OWNER's Contract No. P091001  
 ENGINEER's Contract No. 32000.80  
 ENGINEER Volkert Inc.

You are directed to make the following changes in the Contract Documents:

**Description:**

1. Delete the Following Work Items:

N/A

Total of Deducted Items = (-\$0.00)

2. Add the Following Work Items:

- a. New Contract Item S-003: Demobilization and Delay Expenses Due to ACM Abatement  
Addition of \$16,656.38 (L.S.). See attached cost estimate for details.
- b. New Contract Item S-004: Remobilization and Cleanup Expenses Due to ACM Abatement Delay  
Addition of \$46,864.82 (L.S.). See attached cost estimate for details.

Total of Added Work Items = (+\$63,521.20)

3. Revise the Following Work Item Quantities:

- a. Contract Item 402-01-00100: Traffic Maintenance Aggregate (Vehicular Measurement)  
The quantity is to be changed to 140 C.Y. (+\$1,340.00)

Total of Change in Work Items Quantity = (+\$1,340.00)

**Reason for Change Order:**

1. Deleted Work Items

N/A

2. Added Work Items

- a. Due to the discovery of asbestos containing material (ACM) within the Kansas City Southern (KCS) right-of-way, all work was suspended on the project until the abatement of the ACM could be completed. As a result, there was work that was performed, and extra costs that were incurred by the contractor, that were beyond the scope of the original contract documents. This item was created to compensate the contractor for the rental of a water truck, decontamination of equipment that had been used within the "Hot Zone", demobilization of owned equipment, and the monthly rental of items that were to remain on the jobsite during the delay.
- b. As a result of the aforementioned delay, this item was created to compensate the contractor for the remobilization of personnel and equipment to the project, as well as the restoration of the jobsite to its pre-delay condition which included the dewatering of the excavation, cleaning of the slab and exposed reinforcing steel, and the removal and replacement of contaminated bedding material.

3. Revised Work Item Quantities

- a. This item was increased by a quantity of 40 C.Y. to compensate the contractor for #610 Crushed Concrete Aggregate that was placed on top of the material that was used to cap the "Hot Zone", enabling access to the north side of the excavation for the purpose of constructing the box culvert.

**Attachments:**

Construction Change Directive No. 1 (With Backup)

Construction Change Directive No. 2 (With Backup)



CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$1,199,737.81
Net Increase (Decrease) from previous Change Orders:	\$0.00
Contract Price prior to this Change Order:	\$1,199,737.81
Net increase of this Change Order:	\$64,861.20
Contract Price with all approved Change Orders:	\$1,264,599.01

CHANGE IN CONTRACT TIMES:	
Original Contract Time:	200 Calendar Days Completion Date: December 31, 2012
Net change from previous Change Orders:	0 Days
Contract Times prior to this Change Order:	200 Calendar Days Completion Date: December 31, 2012
Net increase (decrease) this Change Order:	83 Days
Contract Times with all approved Change Orders:	283 Calendar Days Completion Date: March 24, 2013

RECOMMENDED:

By: BB  
ENGINEER (Brad Brenner, P.E.)

APPROVED:

By: WJH  
OWNER

ACCEPTED:

By: Charlie Hampton  
CONTRACTOR (Charlie Hampton)

Date: 4/5/13

Date: 4/24/13

Date: 4/5/13

EJCDC 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

**2013-0132**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(OFFICE OF COASTAL MANAGEMENT)**

**ORDINANCE NO.** 13-4-12

An ordinance to approve and authorize the execution of a Professional Services Agreement with Dr. Joseph Suhayda to perform consulting services during the Flood Insurance Rate Map appeal process currently being proposed by FEMA.

**WHEREAS,** St Charles Parish is a participant in the National Flood Insurance Program providing; and,

**WHEREAS,** FEMA has submitted a new Flood Insurance Rate Map for review and adoption by St Charles Parish; and,

**WHEREAS,** St Charles Parish believes there are technical and scientific errors contained in the proposed maps and intends to submit a comprehensive appeal to FEMA for their consideration and resolution; and,

**WHEREAS,** the residents and business of St Charles Parish are being faced with the possibility of large increases in their annual flood insurance premiums due to the change in base flood elevations in the proposed FEMA Flood Insurance Rate maps; and,

**WHEREAS,** it is the desire of St Charles Parish to engage Dr. Joseph Suhayda to provide consultation services to our department of Coastal Zone Management to compile the formal appeal to FEMA's proposed Flood Insurance Rate Maps.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Professional Services Agreement for the Flood Insurance Rate Map appeal between St. Charles Parish and Dr. Joe Suhayda is hereby approved.

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

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

**YEAS:** SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

**NAYS:** NONE

**ABSENT:** NONE

And the ordinance was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

ACTING

CHAIRMAN: Wendy Benedetto  
SECRETARY: Calli Madere  
DLVD/PARISH PRESIDENT: April 24, 2013  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: V. J. St. Pierre  
RETD/SECRETARY: April 24, 2013  
AT: 3:10pm RECD BY: dm

PROFESSIONAL CONSULTING AGREEMENT

*St Charles Parish Digital-Flood Insurance Rate Map Appeal*

THIS AGREEMENT made and entered into the \_\_\_ day of April, 2013, by and between ST. CHARLES PARISH, located at 15045 River Road, Hahnville, LA 70057, acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Dr. Joseph N. Suhayda, located at 285 Sunset Blvd, Baton Rouge, LA, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ a professional consulting firm to provide the services for the *St Charles Parish Digital-Flood Insurance Rate Map Appeal* as described herein.

I. GENERAL

A. The OWNER agrees to employ the CONSULTANT, and the CONSULTANT agrees to perform professional services as required. The CONSULTANT will conform to the requirements of the OWNER and to the standards of the agencies participating with the OWNER in the Project. The CONSULTANT will coordinate all work between the OWNER and all participating agencies and regulating agencies, if needed.

II. SERVICES OF THE CONSULTANT

A. Basic Consulting and Surveying Services

The CONSULTANT, upon authorization by the OWNER, shall provide the Consulting Services required and agreed to by the CONSULTANT, and to be paid by the OWNER.

B. The Project consists of the WORK DEFINED IN THE SCOPE OF WORK:

SCOPE OF WORK: This project, entitled *St Charles Parish Digital-Flood Insurance Rate Map Appeal*, shall include services specified in the Scope of Work attached hereto as Exhibit 1.

### III. SERVICES OF THE OWNER

- A. Provide full information to the CONSULTANT as per his requirements for the project.
- B. Assist the CONSULTANT in planning and performing the work by placing at his disposal all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to flood plain conditions and elevations currently known by OWNER.
- C. Guarantee access to and make all provisions for the CONSULTANT to enter upon public property as required for performing the services.
- D. Employ additional consultants as needed for performing specific professional services.

### IV. COMPENSATION

#### A. Compensation for Basic Consulting Services

- 1. For Basic Consulting Services described in Section II, Paragraph B, the OWNER shall pay the CONSULTANT a total contract amount not to exceed \$42,000. Compensation shall be paid at an hourly rate of \$200 per hour.

### V. OWNERSHIP OF DOCUMENT

- A. Documents including but not limited to drawings, computer files, and all other data prepared or obtained under the terms of this authorization shall become the property of the OWNER and shall be made available for OWNER'S inspection at anytime during the project and shall be delivered to the OWNER prior to termination or final completion of the contract.

### VI. TERMINATION

- A. This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.

- B. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C. The CONSULTANT shall, as soon as practical after receipt of notice of termination, but no later than 30 days after receipt of said notice, submit a statement showing in detail the services performed under this Agreement to the date of termination.
- D. The OWNER shall then pay the CONSULTANT promptly that portion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under the fee as have been previously made.

VII. COMPLIANCE WITH LAWS AND ORDINANCES

The CONSULTANT hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

VIII. SUCCESSORS AND ASSIGNS

This Contract is not assignable.

IX. INSURANCE

The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for one person and not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) for each

accident and not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) aggregate.

All certificates of insurance shall name OWNER as an insured and SHALL BE FURNISHED TO THE OWNER within 10 days of the signing of the Contract, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. The OWNER may examine the policies.

**X. GENERAL**


A. The CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

**XI. WARRANTY**

CONSULTANT warrants that it will perform its services with the degree of skill and to the standard of care required of the Consulting profession to meet all Federal, State and Local requirements

IN WITNESS WHEREOF, the parties to these presents have hereunto caused these presents to be executed the day, month and year first above mentioned.

ATTEST:



ST. CHARLES PARISH



By: V.J. St. Pierre, Jr.  
Parish President

ATTEST:

---

By: Joseph N. Suhayda  
Coastal Oceanographer



## Exhibit 1

### Scope of Work Joseph N. Suhayda

This outline describes the various tasks that consultant will perform to assist St. Charles Parish (SCP) in establishing a scientifically and technically sound basis to appeal the new preliminary Digital Flood Insurance Rate Maps (DFIRMs).

Task 1. Establish an Appeal Team through discussions with the parish.

Task 2. Establish a working relationship with FEMA and USACE

2.1. Set-up and attend meetings.

Task 3. Determine the technical basis for the base flood elevations shown on the DFIRM maps, including;

3.1. Collect and review the data used in the Flood Insurance Study (FIS), including bathymetry, topography, land cover, and channel and barrier dimensions.

3.2. Review the set-up of the surge computer models used in the FIS.

3.3. Review the joint probability analysis and storm tracks used in the FIS surge model.

3.4. Review the set-up of the WHAFIS wave forecasting computer model used in the FIS.

3.5. Identify the procedural, scientific and technical deficiencies of the FIS work.

Task 4. Determine, with SCP, the objectives for the FIRM re-mapping – Panels, zones and elevations

Task 5. Assist in re-computing BFEs for SCP based upon new data, and new surge and wave modeling, including:

5.1. Determine the proper levee conditions to be used in the analysis.

5.2. Identify and collect new environmental data needed – topography, bathymetry, vegetation and historic flooding.

5.3. Determine SWL to be used in WHAFIS runs.

5.4. Set-up and run WHAFIS program and determine flood elevations and zones.

Task 6. Assist in preparing the DFIRM Appeal Report and submit to FEMA

6.1. Prepare draft report and submit to parish for review.

6.2. Revise report and prepare final report.

Task 7. Provide Additional Services as Requested by SCP

**2013-0128**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)**

**ORDINANCE NO. 13-4-13**

An ordinance to revoke and abandon a portion of the right-of-way for an undeveloped, unnamed street located between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision, St. Rose in favor of the abutting property owners.

**WHEREAS,** certain property was laid out for use as "16' ROAD" and "8' DITCH," on the plat entitled "Map of a Portion of Almedia Plantation in St. Charles Parish" by G. Stepheus, C. E. dated Dec. 6, 1920, and situated between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision; and,

**WHEREAS,** the property has been determined to have no public use and/or benefit as required by Chapter 2 Section 2-4 of the St. Charles Parish Code of Ordinances; and,

**WHEREAS,** the St. Charles Parish Council wishes to revoke said property pursuant to Chapter 2 Section 2-4 of the Code of Ordinances.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Act of Revocation of a portion of property laid out for use as "16' ROAD" and "8' DITCH" between on the plat entitled "Map of a Portion of Almedia Plantation in St. Charles Parish" by G. Stepheus, C. E. dated Dec. 6, 1920, and situated between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision is hereby approved.

**SECTION III.** That the Parish President is hereby authorized to execute the Act of Revocation of a Portion of property laid out for use as "16' ROAD" and "8' DITCH" located between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision in favor of adjacent property owners.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the ordinance was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wesley Benvenuto  
ACTING SECRETARY: Calli Madue  
DLVD/PARISH PRESIDENT: April 24, 2013  
APPROVED: ✓ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: Wesley Benvenuto  
RETD/SECRETARY: April 24, 2013  
AT: 3:10 pm RECD BY: cdm

**ACT OF REVOCATION  
OF DEDICATED PROPERTY  
BY: ST. CHARLES PARISH**

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

**BE IT KNOWN**, that on this \_\_\_\_\_ day of the month of \_\_\_\_\_, in the year of Our Lord, two thousand thirteen (2013)

**BEFORE ME**, the undersigned Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the witnesses hereinafter named and undersigned;

**PERSONALLY CAME AND APPEARED:**



**THE HONORABLE V. J. ST. PIERRE, JR.**, Parish President and Chief Executive Officer of the Parish of St. Charles, duly authorized by Ordinance No. 13-4-13 passed at a meeting of the St. Charles Parish Council held on April 22, 2013.

Pursuant to the above recited ordinance, the Parish of St. Charles, through its governing authority, the St. Charles Parish Council, does hereby abandon and revoke the dedication of that undeveloped portion of an unnamed, undeveloped 16' wide roadway as indicated on the dedication survey entitled "Map of a portion of Almedia Plantation in St. Charles Parish LA," by G. Stepheus, C. E. dated December 6, 1920 and more fully shown on the surveys by E.M. Collier, RLS, dated May 30, 1972, H.E. Landry, RLS, dated September 29, 1958, J. F. Ruello, PLS, dated January 13, 2009 and by Stephen P. Flynn, PLS, dated February 28, 2013; and situated between Lot 1, Square B, Almedia Plantation Subdivision of Tract 32 and Tract 30 of Almedia Plantation Subdivision in Section 40, Township 12 South – Range 9 East, St. Rose, St. Charles Parish, Louisiana, as that the revocation of the dedicated property described herein is deemed to be in the best interest of the Parish, as such property no longer constitutes property utilized or needed by the Public.

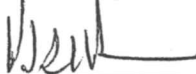
Further, pursuant to LA R.S. 48-701 et seq, the revocation of the dedicated property shall be made unto the present owners of the land contiguous thereto.

**THUS DONE AND SIGNED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 in the Parish of St. Charles, State of Louisiana, in the presence of the undersigned competent witnesses and me, Notary, after a reading of the whole.

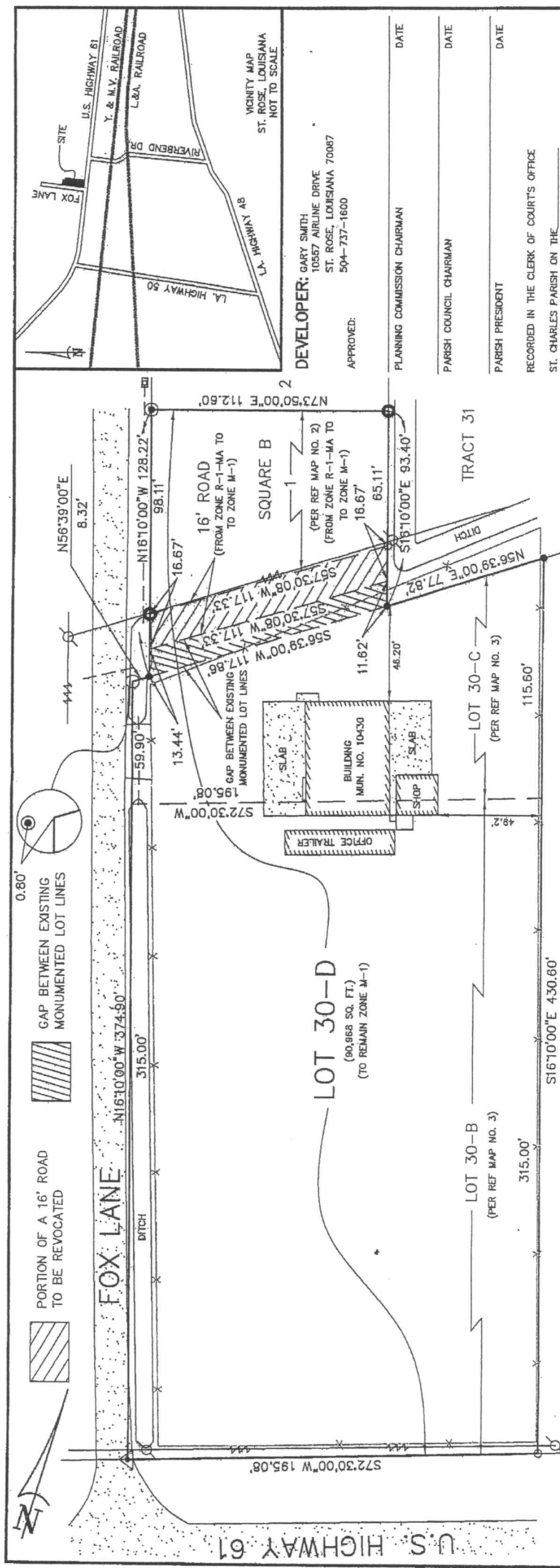
**WITNESSES:**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**ST. CHARLES PARISH**

By:   
\_\_\_\_\_  
**V. J. St. Pierre, Jr.**  
Parish President

\_\_\_\_\_  
**Leon C. Vial, III**  
#13061  
**NOTARY PUBLIC**



**TITLE:** SURVEY PLAT FOR THE REVOCATION OF A PORTION OF THE 16' ROAD ADJOINING LOT 1, SQUARE B, OF TRACT 30 OF ALMEDIA PLANTATION SUBDIVISION

**TITLE:** SURVEY PLAT TO SHOW THE CHANGE IN ZONE OF A PORTION OF A 16' ROAD & LOT 1, SQUARE B, ALMEDIA PLANTATION SUBDIVISION FROM THE CURRENT ZONE OF ZONE R-1-MA TO ZONE M-1, WITH THE INTENTION FOR ALL OF LOT 30-D TO BE ZONED M-1

**TITLE:** SURVEY PLAT AND RESUBDIVISION OF LOT 30-B, LOT 30-C AND UNDESIGNATED GAP OF TRACT 30 OF ALMEDIA PLANTATION SUBDIVISION, LOT 1, SQUARE B, ALMEDIA PLANTATION SUBDIVISION & A PORTION OF A 16' ROAD INTO A LOT HEREIN DESIGNATED AS LOT 30-D OF ALMEDIA PLANTATION SUBDIVISION SITUATED IN SECTION 40, T-12-S, R-9-E, ST. ROSE, ST. CHARLES PARISH, LOUISIANA.

**DATE:** FEBRUARY 28, 2013

**SURVEY REFERENCE:** 1. SUBDIVISION OF LOT 30 OF ALMEDIA PLANTATION SUBDIVISION BY E.M. COLLIER, R.L.S. DATED 5/30/1972.  
 2. ALMEDIA PLANTATION SUBDIVISION OF TRACT 32 BY H.E. LANDRY, R.L.S. DATED 9/29/1958.  
 3. PORTION OF LOT 30 OF ALMEDIA PLANTATION SUBDIVISION BY RICHARD B. EDWARDS, R.L.S. DATED 1/19/1989  
 4. THE REVOCATION OF A PORTION OF THE 16 FOOT ROAD AND 8 FOOT DITCH & RESUBDIVISION OF TRACT 33 & LOT P INTO TRACT 33-A AND LOT P-A BY J.F. RUELLO, P.L.S. DATED 1/13/2008.  
 TAKEN FROM REFERENCED SURVEY PLAT NO. 1.

**BASIS OF BEARING:** THE SURVEYED PARCEL IS IN ZONE "AK" PER FEDERAL INSURANCE RATE MAP NUMBER 220160-0150C DATED 6/16/1992.

**FLOOD NOTE:** THIS PLAT IS CORRECT AND IN ACCORDANCE WITH A PHYSICAL SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF THE UNDERSIGNED AND COMPLIES WITH THE REQUIREMENTS OF LOUISIANA'S "STANDARDS OF PRACTICE FOR BOUNDARY SURVEYS" FOR A CLASS "B" SURVEY.

**SURVEYOR'S NOTES:**

- MINIMUM SETBACK LINES AND SERVITUDES SHOWN ARE BASED ON THE REFERENCED SURVEY PLAT. THE APPROPRIATE PARISH AUTHORITY OR NEIGHBORHOOD REGULATORY BOARD SHOULD BE CONSULTED FOR FINAL DETERMINATION.
- EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.
- STANDARD TITLE CURRICULUM WAS PROVIDED TO THIS FIRM, THEREFORE NO CERTIFICATION IS GIVEN TO THE EXISTENCE OF OTHER SERVITUDES OR EASEMENTS WHICH MAY EXIST OTHER THAN THOSE SHOWN.

**LEGEND**

- #4 IRON ROD SET
- #4 IRON ROD FOUND
- ⊙ 3/4" IRON PIPE FOUND
- ⦶ 1" IRON PIPE FOUND
- ⊠ PK NAIL
- X— FENCE
- ⊕ POWER POLE
- ||— POWER LINE

ALL NECESSARY SEWER, WATER AND/OR OTHER UTILITY EXTENSIONS SHALL BE MADE BY AND SOLELY AT THE LOT OWNER'S EXPENSE

SCALE IN FEET  
1" = 50'

DRAWN BY: KPB      DRAWING NO. MM0442-1829

**RIVERLANDS SURVEYING COMPANY**  
 505 HEMLOCK STREET  
 LAPLACE, LA. 70068  
 1-800-248-6982  
 985-652-6356

STEPHEN P. FESIAN  
 P.L.S. LA. ST. REG. NO. 4688

*Stephen P. Fesian*

**DEVELOPER:** GARY SMITH  
 10567 AIRLINE DRIVE  
 ST. ROSE, LOUISIANA 70087  
 504-737-1600

**APPROVED:**

PLANNING COMMISSION CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

PARISH COUNCIL CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

PARISH PRESIDENT \_\_\_\_\_ DATE \_\_\_\_\_

RECORDED IN THE CLERK OF COURT'S OFFICE \_\_\_\_\_

ST. CHARLES PARISH ON THE \_\_\_\_\_

DAY OF \_\_\_\_\_ IN BOOK \_\_\_\_\_

FOLIO \_\_\_\_\_ ENTRY # \_\_\_\_\_

VICINITY MAP  
 ST. ROSE, LOUISIANA  
 NOT TO SCALE

**2013-0142**

**INTRODUCED BY: V.J. ST. PIERRE, JR, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**RESOLUTION NO. 5985**

A resolution providing mandatory supporting authorization to Brennen Friloux to endorse the Planning and Zoning Commission positive recommendation for a R-3 use in a C-2 zoning district, to construct a duplex residence, at 10628 River Road (Lot B-2, portion of Lot 5 of Part of the Baptiste St. Amant Tract), Ama.

**WHEREAS**, the St. Charles Parish Zoning Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council in conjunction with Special Permit Use request for a R-3 use in a C-2 zoning district; and,

**WHEREAS**, the applicant, Brennen Friloux, desires to construct a duplex at 10628 River Road, Ama; and,

**WHEREAS**, the Planning and Zoning Commission at their regular meeting of April 4, 2013, approved PZSPU-2013-04 for R-3 use in a C-2 zoning district with a stipulation limiting the density of said property to two units.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL**, does hereby provide this supporting resolution to Brennen Friloux to endorse the Planning and Zoning Commission positive recommendation of PZSPU-2013-04 for a R-3 use in a C-2 zoning district, with the condition that the density of the property be limited to a duplex, at 10628 River Road (Lot B-2, portion of Lot 5 of Part of the Baptiste St. Amant Tract), Ama.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wesley Benedetto

ACTING

SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2013

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: V. St. Pierre

RETD/SECRETARY: April 24, 2013

AT: 3:10 pm RECD BY: cm

2013-0144

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF WASTEWATER)

RESOLUTION NO. 5986

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0032131 - Luling Oxidation Pond**, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in **The Luling Oxidation Pond**:

- a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing, and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
- b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
- c. Domestic waste from the communities/areas of Luling, Boutte, Willowdale, Willowridge, Mimosa, Lakewood, Ama, and Davis Plantation is treated through the Luling Oxidation Pond.
- d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

WSTEWATRAUD-4-2013-Luling

CHAIRMAN: Wendy Benedetto

SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2013

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Mark

RETD/SECRETARY: April 24, 2013

AT: 3:10 pm RECD BY: dm

ACTING



2013-0154

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I  
RESOLUTION NO. 5987

A resolution to amend Resolution No. 5984 requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 75 feet from the intersection of Hwy. 18, in Hahnville.

WHEREAS, on April 8, 2013, the St. Charles Parish Council adopted Resolution No. 5984 which requested Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 100 feet of the water meter, in Hahnville; and,

WHEREAS, large vehicles are parking along the shoulder of LA 3160 in Hahnville where it intersects Hwy. 18 (River Road) obstructing the visibility of patrons entering on Hwy. 18 from LA 3160 causing a hazardous situation; and,

WHEREAS, it is the desire of the Parish Council to install sign on the west side of LA 3160 within 75 feet from the intersection of Hwy. 18, in Hahnville.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby amend Resolution No. 5984 requesting the Louisiana Department of Transportation and Development to install "NO PARKING" signs on both sides of LA 3160 where it intersects with Hwy. 18 (River Road), on the west side of LA 3160 install sign within 75 feet from the intersection of Hwy. 18, in Hahnville.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the resolution was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

Amend Resolution 5984 no parking on la 3160 and Hwy 18, Hahnville

CHAIRMAN: Wesley Benedetto  
SECRETARY: Calli Madue  
DLVD/PARISH PRESIDENT: April 24, 2013  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: WJW  
RETD/SECRETARY: April 24, 2013  
AT: 3:10 pm RECD BY: ctm

ACTING



2013-0155

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)  
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A  
CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B  
MARY TASTET, COUNCILWOMAN, DISTRICT II  
PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV

RESOLUTION NO. 5988

A resolution requesting that the Federal Emergency Management Agency (FEMA) delay the start of the 90 appeal period on the current St. Charles Parish Preliminary DFIRM Maps until FEMA has released the new insurance premium rate chart as developed for the implementation of the Biggert-Waters Act of 2012, and St. Charles Parish has had time to evaluate their effects on its citizens.

WHEREAS, St. Charles Parish has received Preliminary DFIRM's from FEMA in December 2012; and,

WHEREAS, the combination of these Preliminary DFIRMs and the implementation of the Biggert-Waters Act of 2012 have a potentially drastic effect on flood insurance premiums in St. Charles Parish; and,

WHEREAS, the actuarial premium chart being developed for the implementation of the Biggert-Waters Act of 2012 has not been completed nor released to the public; and,

WHEREAS, St. Charles Parish will need time once those premiums are made public to evaluate the effect on citizens of our Parish.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, does hereby request that the Federal Emergency Management Agency (FEMA) delay the start of the 90 appeal period on the current St. Charles Parish Preliminary DFIRM Maps until FEMA has released the new insurance premium rate chart as developed for the implementation of the Biggert-Waters Act of 2012, and St Charles Parish has had time to evaluate their effects on its citizens.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: NONE

And the resolution was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: Wesley Benedetto  
SECRETARY: Calli Madue  
DLVD/PARISH PRESIDENT: April 24, 2013  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: April 24, 2013  
AT: 3:10 pm RECD BY: [Signature]

**2013-0158**

**INTRODUCED BY: CLAYTON FAUCHEUX, COUNCILMAN-AT-LARGE, DIVISION B  
RESOLUTION NO. 5989**

A resolution formally asking the Parish President to reconsider the vetoed Ordinance No. 13-3-14 approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

**WHEREAS,** on March 25, 2013 the Parish Council approved Ordinance No. 13-3-14; approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation, a restitution of Ordinance 11-3-4 with a term adjustment; and,

**WHEREAS,** this ordinance was disapproved and returned by the Parish President on April 1, 2013; and,

**WHEREAS,** Ordinance 13-3-14 was presented to the Council on April 8, 2013, along with the Parish President's Veto Message; and,

**WHEREAS,** the Parish Council **overrode** the Parish President's Veto of Ordinance No. 13-3-14; and,

**WHEREAS,** in accordance with the Home Rule Charter, the ordinance authorizes the Parish President to execute its Agreement, however, the Parish President has failed to sign said Agreement; and,

**WHEREAS,** in lieu of the hardships being presented to the citizens of St. Charles Parish and due to the crafting of a new Water Resources Development Act (WRDA) that could address the financial needs of the parish for the levee systems; and,

**WHEREAS,** it is in the best interest of the citizens of St. Charles Parish for the Parish President to retain the current governmental affairs representation as not to cause any unjust delay or severing of present governmental relationships that is so vital in the process of obtaining the federal assistance needed for the parish levee systems.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby formally ask the Parish President to reconsider the vetoed Ordinance No. 13-3-14 approving and authorizing an agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

**BE IT FURTHER RESOLVED,** that we formally ask the Parish President to execute the current agreement between Tauzin Consultants, LLC and St. Charles Parish for governmental affairs representation.

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

YEAS: FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: SCHEXNAYDRE  
ABSENT: NONE

And the resolution was declared adopted this 22nd day of April, 2013, to become effective five (5) days after publication in the Official Journal.

RESO Tauzin Con PP Sign

ACTING

CHAIRMAN: Wendy Bennett  
SECRETARY: Calli Madere  
DLVD/PARISH PRESIDENT: April 24, 2013  
APPROVED: \_\_\_\_\_ DISAPPROVED:   
PARISH PRESIDENT: Will  
RETD/SECRETARY: April 24, 2013  
AT: 3:10 pm RECD BY: Am

THIS RESOLUTION WAS RETURNED BY THE PARISH PRESIDENT ON APRIL 24, 2013 AT 3:10 PM AND HAS BEEN DISAPPROVED BY THE PARISH PRESIDENT. THEREFORE, THIS RESOLUTION SHALL BE PRESENTED TO THE COUNCIL AT ITS NEXT REGULAR MEETING TO BE HELD ON MAY 6, 2013 AT 6:00PM.

**2013-0086**

**INTRODUCED BY: LARRY COCHRAN, COUNCILMAN, DISTRICT V  
CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B  
TERRELL D. WILSON, COUNCILMAN, DISTRICT I  
MARY TASTET, COUNCILWOMAN, DISTRICT II  
WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III**

**ORDINANCE NO.** 13-3-14

An ordinance to approve and authorize the execution of an Agreement between Tausin Consultants, LLC and St. Charles Parish for governmental affairs representation.

**WHEREAS**, on March 21, 2011 the St. Charles Parish Council adopted Ordinance No. 11-3-4 which approved an Agreement between Tausin Consultants, LLC and St. Charles Parish for governmental affairs representation, including before the Federal Government, which expires on March 31, 2013; and,

**WHEREAS**, Tausin has provided direct representation before the Federal Government, including Congress, the Administration and various Federal Agencies, along with representation before various State Government Agencies, for priority projects of St. Charles Parish; and,

**WHEREAS**, it is the desire of the St. Charles Parish Council to continue the services of Tausin Consultants, LLC.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Agreement for services between Tausin Consultants, LLC and St. Charles Parish is hereby approved.

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

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

YEAS: FAUCHEUX, WILSON, TASTET, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: SCHEXNAYDRE, HOGAN  
ABSENT: NONE

And the ordinance was declared adopted this 25th day of March, 2013, to become effective five (5) days after publication in the Official Journal.

revised Tausin

CHAIRMAN: Wendy Benedetto  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: 3-26-13  
APPROVED: \_\_\_\_\_ DISAPPROVED: ✓  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: 4-1-13  
AT: 10:45 am RECD BY: [Signature]

THIS ORDINANCE WAS RETURNED BY THE PARISH PRESIDENT ON APRIL 1, 2013 AT 10:45 AM AND HAS BEEN DISAPPROVED BY THE PARISH PRESIDENT. THEREFORE, THIS ORDINANCE SHALL BE PRESENTED TO THE COUNCIL AT ITS NEXT REGULAR MEETING TO BE HELD ON APRIL 8, 2013 AT 6:00 PM.

ORDINANCE RECONSIDERED BY THE PARISH COUNCIL APRIL 8, 2013

VOTE:  
YEAS: FAUCHEUX, WILSON, TASTET, BENEDETTO, COCHRAN, FISHER-PERRIER  
NAYS: SCHEXNAYDRE, HOGAN, FLETCHER  
ABSENT: NONE

ORDINANCE APPROVED AND SHALL BECOME LAW IRRESPECTIVE OF THE VETO OF THE PARISH PRESIDENT.

## AGREEMENT

THIS AGREEMENT is executed by and between St. Charles Parish, a government entity in the State of Louisiana, created and existing under the laws of the State of Louisiana, (herein called "St. Charles"), and Tauzin Consultants, LLC, (Herein called "Consultant")

In consideration of the mutual promises and covenants set forth herein, St. Charles and the Consultant agree to the following terms:

### I. Duties and Responsibilities of Consultant

- (1) St. Charles does hereby retain the services of Consultant and Consultant hereby agrees to provide these services to St. Charles all according to the terms set out in this Agreement. The principle duties of Consultant shall be to provide services as follows: securing state and federal permits (when applicable) and federal appropriations for a variety of projects including Hurricane Protection levees, new-age infrastructure with emphasis on effective drainage, wastewater, parks and recreation, community needs such as animal control and various stimulus projects.
- (2) In providing the services described herein, Consultant shall be available to St. Charles at times mutually agreeable to both parties during the period this Agreement is in effect.

### II. Terms of Agreement

- (1) This Agreement shall be effective for a period of thirty-three (33) months beginning **April 1, 2013**. The Agreement may be terminated for cause or upon the death or incapacitating disability of Consultant. In the event of termination, any compensation accrued but unpaid at the time of the termination shall be paid to the Consultant or his assigns.

- (2) This Agreement further contemplates that Consultant shall, from time to time, be called upon to provide special services for St. Charles over and above those specified herein, but yet undefined, which services shall be referred to as “special other services or projects,” the details of which shall be set forth in a separate written supplement to this Agreement at the time any “special project” is assigned by St. Charles to Consultant.

### III. Compensation

- (1) Beginning **April 1, 2013**, St. Charles agrees to pay Consultant a fee of One Hundred Twenty Thousand (\$120,000.00) dollars per annum for the period this contract is in effect to carry out the terms and conditions of this Agreement. The fee shall be paid monthly at the rate of Ten Thousand (\$10,000.00) dollars per month for services enumerated on a request for payment form approved by St. Charles.
- (2) Additionally, St. Charles agrees to pay Consultant 7.5% of the contract amount, Nine Thousand (\$9,000.00) dollars per annum for the period this contract is in effect for expenses (including travel, office expenses, entertainment, etc.) The fee shall be paid monthly at the rate of Seven Hundred Fifty (\$750.00) dollars per month enumerated on the request for payment form approved by St. Charles.
- (3) Consultant is an independent contractor and, therefore, shall not be entitled to any employee benefits of St. Charles.
- (4) Payment to Consultant shall be by check to Consultant (Tax I.D. Number is 27-3153542). Such payment shall discharge St. Charles of any further obligation with regard to the services performed for which payment has been made.

### IV. Confidentiality

Consultant acknowledges that in the course of performing assignments for St. Charles, Consultant will be exposed to confidential, proprietary,


educational and administrative information of St. Charles. Any confidential information acquired by the Consultant shall not be disclosed by him to others or used for Consultant's own benefit. The obligations of Consultant under this paragraph shall survive termination of the Agreement provided, that Consultant's obligation to keep information which (a) was known to Consultant, as evidenced by his written records, prior to the receipt of authoritative disclosures; or (b) hereinafter becomes generally known to the public through no fault of the Consultant.

This Agreement shall be effective on and after **April 1, 2013** and shall terminate on **December 31, 2015** unless otherwise extended, re-negotiated or terminated for cause.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate.

Tauzin Consultants, LLC

St. Charles Parish

BY   
Printed Name Thomas N. Tauzin  
Title Managing Partner

BY \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

DATED 4/15/13

DATED \_\_\_\_\_