



# 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 Faucheux,  
Terrell D. Wilson, William Billy Woodruff, Paul J. Hogan,  
Larry Cochran, Traci A. Fletcher, Julia Fisher-Perrier*

Monday, October 21, 2013

6:00 PM

Courtroom II, Courthouse

## ATTENDANCE

Present: 8 - Carolyn K. Schexnaydre, Clayton 'Snookie' Faucheux, Terrell D. Wilson, William Billy Woodruff, Paul J. Hogan, Lawrence 'Larry' Cochran, Traci A. Fletcher, Julia Fisher-Perrier

Absent: 1 - Wendy Benedetto

*Also Present: Parish President V.J. St. Pierre, Jr., Chief Administrative Officer Buddy Boe, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Kimberly Marousek, Finance Director Grant Dussom, Public Information Officer Renee Simpson, Emergency Preparedness Director Ronald J. Perry, CZM Administrator Earl Matherne, Administrative Assistant/Executive Secretary Anedra Coleman, Parks and Recreation Director Duane Foret, Personnel Officer Sandy Zimmer*

## CALL TO ORDER

*Meeting called to order by Vice-Chairman Larry Cochran. Meeting being held in Courtroom II, Courthouse, Hahnville.*

## PRAYER

*Father David Rabe  
St. Anthony of Padua Catholic Church*

## PLEDGE

*Father David Rabe  
St. Anthony of Padua Catholic Church*

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

1           **2013-0384** ( 10/21/2013, Cochran, St. Pierre, Jr. )

In Recognition: Fay L. Caire

Read

2           **2013-0385** ( 10/21/2013, Fisher-Perrier )

In Recognition: 2013 Girls Babe Ruth 14U State Champions

Read

3           **2013-0386** ( 10/21/2013, Wilson )  
              In Recognition: 2013 Girls Babe Ruth 16U State and Southwest Regional  
              Champions

**Read**

4           **2013-0387** ( 10/21/2013, Benedetto )  
              Proclamation: "Celebrate My Drive Day"

**Read**

## **REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

**2013-0392** ( 10/21/2013, Fisher-Perrier )  
Administration - Update on Biggert-Waters Act

*CZM Administrator Earl Matherne  
Chief Administrative Officer Buddy Boe*

*Council Discussion*

**Reported**

**2013-0393** ( 10/21/2013 )  
Civil Service Board/Personnel Office

**Reported**

*Councilman Faucheux made a clarification regarding an earlier comment related to File  
No. 2013-0392, referencing St. Charles Urban Flood Control.*

**2013-0394** ( 10/21/2013 )  
Department of Legal Services

**Deferred**

**2013-0395** ( 10/21/2013, St. Pierre, Jr. )  
Parish President Remarks/Report

**Reported**

*IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER,  
ACTING CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCE, HAVING  
BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS  
AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE  
COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN  
THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON  
TUESDAY, OCTOBER 22, 2013, 8:00 A.M., EDWARD A. DUFRESNE COMMUNITY  
CENTER, 274 JUDGE EDWARD DUFRESNE PARKWAY, LULING; THURSDAY,  
OCTOBER 24, 2013, 6:00 P.M.; AND TUESDAY, OCTOBER 29, 2013, 6:00 P.M.,  
COURTHOUSE, HAHNVILLE*

**2013-0194** ( 10/7/2013, St. Pierre, Jr., Department of Finance )  
An ordinance to approve and adopt the appropriation of Funds for the St. Charles  
Parish Consolidated Operating and Capital Budget for Fiscal Year 2014.

**Publish/Scheduled PH**

*IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, ACTING CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, NOVEMBER 4, 2013, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:*

**2013-0398** ( 10/21/2013, Wilson )

An ordinance to provide for the installation of an additional "STOP" sign at the intersection of Lowe Street and Rose Street to be placed opposite of Lowe Street in Hahnville.

**Publish/Scheduled PH**

**2013-0399** ( 10/21/2013, Woodruff )

An ordinance to provide for the installation of an additional "STOP" sign at the intersection of Bernard Street and Pats Street to be placed opposite of Bernard Street in Ama.

**Publish/Scheduled PH**

**2013-0400** ( 10/21/2013, Woodruff )

An ordinance to provide for the installation of an additional "STOP" sign at the intersection of Bernard Street and Perry Street to be placed opposite of Perry Street in Ama.

**Publish/Scheduled PH**

**2013-0401** ( 10/21/2013, St. Pierre, Jr., Department of Planning & Zoning, Coastal Zone Management Section )

An ordinance approving and authorizing the execution of Change Order No. 1, Final, for the Hurricane Isaac Repairs to Wetland Watchers Park, to add an additional 16 days to the contract.

**Publish/Scheduled PH**

## **PLANNING AND ZONING PETITIONS**

5

**2013-0381** ( 10/7/2013, 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-1A and C-2 to C-1 on the property of Syl Caillet as requested Syl Caillet, Jr.

*Reported:*

*P & Z Department Recommended: Approval*

*Planning Commission Recommended: Approval*

*Speakers:*

*Mr. Syl Caillet, Jr., Luling*

**PH Requirements Satisfied**

*Council Discussion*

**Votes:** Yea: 8 - Schexnaydre, Fauchaux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

6            **2013-0382** ( 10/7/2013, St. Pierre, Jr., Department of Planning & Zoning )

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from B1 to B2 on approximately 4.87 acres of batture generally located between the intersections of Jonathan Street and Lorraine Street with River Road in Destrehan, La, as requested by Bunge North America, Inc.

*Reported:*

*P & Z Department Recommended: Denial*

*Planning Commission Recommended: Denial*

*Speakers:*

*Mr. Matthew Kerrigan, St. Rose, representing Bunge North America*

*Mr. Dan Wise, Destrehan*

*Ms. Cynthia Portera, Destrehan*

*Mr. Victor Castillo, St. Rose*

*Ms. Caecilie Schwarz, Destrehan*

**PH Requirements Satisfied**

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

**Votes:** Yea: 8 - Schexnaydre, Fauchaux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

*Speakers:*

*Mr. Bruce Bourgeois, Destrehan*

*Mr. James Woulfe, Destrehan*

*Ms. Endora Hubbard, Destrehan*

*Acting Chairman Cochran entered into the records a petition signed by residents of Pelican Street, submitted by Ms. Endora Hubbard.*

*Mr. Dane Wise, St. Rose*

*Mr. Milton Allemand, Hahnville*

*Councilman Hogan commented regarding the Planning Commission passing this rezoning request. Acting Chairman Cochran asked the Planning Director to verify his comments.*

*Ms. Toni Offner, Destrehan*

*Councilman Hogan announced that this rezoning request was indeed denied by the Commission; failed with 3-2 vote-needing 4 yea votes to pass.*

*Mr. Eddie Hymel, Destrehan*

*Ms. Janelle Langloise, Destrehan*

*Mr. Brian Hayes, Montz*

*Mr. Corey Dufrene, Bayou Gauche*

*Ms. Andrea Levandoske, Destrehan*

**PH Requirements Satisfied**

*Council Discussion*

**VOTE ON THE PROPOSED ORDINANCE**

**Votes:** Yea: 8 - Schexnaydre, Fauchaux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto



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

- 7           **2013-0370** ( 10/7/2013, St. Pierre, Jr., Department of Public Works )  
An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P020902, East Bank Multi-Use Path Phase V, State Project No. H.007553, Federal Aid Project No. 4510(501) to add additional work in the amount of \$66,880.42.  
*Reported:*  
*Public Works Department Recommended: Approval*  
*Speakers:*  
*Mr. Danny Hebert, Civil Environmental Consulting Engineers, LLC*  
*Mr. David Wedge, Bayou Gauche*  
*Ms. Catherine Porthouse, Bayou Gauche*  
**PH Requirements Satisfied**  
*Council Discussion*  
**Votes:** Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 1 - Woodruff  
Absent: 1 - Benedetto
- 10           **2013-0371** ( 10/7/2013, St. Pierre, Jr., Department of Public Works )  
An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No S110302 Luling Sanitary Sewer Rehabilitation to add additional work in the amount of \$46,257.14.  
*Reported:*  
*Public Works Department Recommended: Approval*  
*Speakers:*  
*Mr. David Wedge, Bayou Gauche*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0  
Absent: 1 - Benedetto
- 13           **2013-0372** ( 10/7/2013, St. Pierre, Jr., Department of Public Works )  
An ordinance approving and authorizing the execution of Change Order No. 2 (FINAL) for Norco 5th Street Sidewalk Project, State Project No. H.006592, Control Section No. 000-45, Federal Aid Project No. 4509(501); St. Charles Project No. P091101 to correct and balance the quantities with actual quantities resulting in a decrease of \$1,422.00.  
*Reported:*  
*Public Works Department Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0  
Absent: 1 - Benedetto

- 16            **2013-0373** ( 10/7/2013, St. Pierre, Jr., Department of Public Works )  
An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P020903, West Bank Multi-Use Path Phase III, State Project No. H.007552, Federal Aid Project No. 4510(500) to add additional work in the amount of \$151,603.68 and to increase the contract time by thirty (30) working days.
- Reported:*  
*Public Works Department Recommended: Approval*
- Speakers:*  
*Mr. Danny Hebert, Civil Environmental Consulting Engineers, LLC*  
*Mr. David Wedge, Bayou Gauche*  
*Mr. Milton Allemand, Hahnville*  
*Ms. Catherine Porthouse, Bayou Gauche*
- PH Requirements Satisfied**
- Votes:** Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 1 - Woodruff  
Absent: 1 - Benedetto
- 19            **2013-0379** ( 10/7/2013, St. Pierre, Jr., Department of Emergency Preparedness )  
An ordinance to approve and authorize the execution of an Agreement between Providence Technical Services, LLC, and St. Charles Parish in the amount of \$114,890.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PL-06-LA-2012-002.
- Reported:*  
*Emergency Preparedness Department Recommended: Approval*
- PH Requirements Satisfied**
- Council Discussion*
- Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0  
Absent: 1 - Benedetto
- 37            **2013-0380** ( 10/7/2013, St. Pierre, Jr., Department of Public Works )  
An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P990604-3, Coronado Park Pump Station #1 Drainage Improvement Project in the amount of \$946,144.00.
- Reported:*  
*Public Works Department Recommended: Approval*
- PH Requirements Satisfied**
- Council Discussion*
- Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0  
Absent: 1 - Benedetto

43

**2013-0383** ( 10/7/2013, St. Pierre, Jr. )

An ordinance to authorize St. Charles Parish to publicly advertise and receive sealed bids for an oil, gas and mineral lease regarding the application by Merlin Oil & Gas, Inc. involving various properties in Sections 11 and 14, T12S-R8E, St. Charles Parish, Louisiana.

*Reported:*

*Parish President Recommended: Approval*

**PH Requirements Satisfied**

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

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

**2013-0340** ( 9/16/2013, Hogan, Schexnaydre )

A resolution requesting the Attorney General of the State of Louisiana to provide an opinion as to whether or not the St. Charles Parish Administration has the authority under St. Charles Parish Codes and/or Louisiana Revised Statutes to provide commercial dumpster containers at the Parish's expense to private property owners at no cost to them for their use in the disposal of demolished structures from their property, and if the Parish does have that authority, whether or not the use of such public funds for private purposes is limited only to the providing of dumpsters or can the Parish use public funds to also demolish the structures and to load the dumpsters, and if the Parish does have the authority to completely fund the entire demolition and disposal operation with public funds at no cost to the owner, what are the guidelines which the Parish is to follow which defines or determines what other types of activities the Parish can undertake which involves the expenditure of public funds on private property or for the benefit of private individuals, especially when as in this case, the Parish has specific laws in place to address the demolition and disposal of such structures such that it is not a financial burden placed on the taxpayers.

*File No. 2013-0340 postponed indefinitely per Parish Council Rule 8.*

*#8. Ordinances/Resolutions Which Have Been Tabled [Shall only appear on two (2) subsequent regular meeting Agendas]*

**Postponed Indefinitely (Council Rule 8)**

**2013-0342** ( 9/16/2013, Hogan )

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "NO PARKING" signs on both sides of JB Green Road from its intersection with Highway 90 and its intersection with Highway 631 in Des Allemands.

**Tabled.**

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**RESOLUTIONS**

- 54            **2013-0261** ( 10/21/2013, Hogan )  
A resolution requesting that the Public Works Department, through the Parish Administration, provide to the Parish Council a written and oral Special Report explaining why the law, which the Parish Council put in place regarding subdivision inspections needing to be performed prior to the expiration of the warranty period, was not followed with respect to the latest phase of Hidden Oaks Subdivision.
- Reported:*  
*Councilman Hogan Recommended: Approval*
- Council Discussion*
- Public Works Director Sam Scholle spoke on the matter.*
- Proposed resolution failed for lack of a majority by the following vote*
- Votes:** Yea: 0  
Nay: 8 - Schexnaydre, Faucheux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier  
Absent: 1 - Benedetto
- 56            **2013-0396** ( 10/21/2013, St. Pierre, Jr., Department of Planning & Zoning )  
A resolution providing mandatory supporting authorization to endorse the resubdivision of Tract 1 into Lots 1, 2 and 3 located in Section 118, T13S R20E, addressed as 13801 Old Spanish Trail, Boutte, with a waiver to the requirements that all side lot lines be at right angles to straight street lines, as requested by Cypress Land Development, LLC.
- Reported:*  
*P & Z Department Recommended: Approval w/Stipulation Approval with waiver to the requirements that all side lot lines shall be at right angles to straight street lines.*  
*Planning Commission Recommended: Approval w/Stipulation Approval with waiver to the requirements that all side lot lines shall be at right angles to straight street lines.*
- Council Discussion*
- Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier  
Nay: 0  
Absent: 1 - Benedetto

57

**2013-0397** ( 10/21/2013, Schexnaydre, Faucheux, Wilson, Woodruff, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier )

A resolution authorizing the issuance of a Special License to Luling-Boutte Lions Club to conduct a Super Bingo.

*Reported:*

*Councilwoman Schexnaydre Recommended: Approval*

*Councilman Faucheux Recommended: Approval*

*Councilman Wilson Recommended: Approval*

*Councilman Woodruff Recommended: Approval*

*Councilwoman Benedetto Recommended: Approval*

*Councilman Hogan Recommended: Approval*

*Councilman Cochran Recommended: Approval*

*Councilwoman Fletcher Recommended: Approval*

*Councilwoman Fisher-Perrier Recommended: Approval*

**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Woodruff, Hogan, Cochran, Fletcher, Fisher-Perrier

Nay: 0

Absent: 1 - Benedetto

## **APPOINTMENTS**

**2013-0293** ( 8/19/2013 )

A resolution to appoint a member to the Industrial Development Board.

**Deferred**

**2013-0388** ( 10/21/2013 )

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

**Vacancy Announced**

**2013-0389** ( 10/21/2013 )

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

**Vacancy Announced**

**2013-0390** ( 10/21/2013 )

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

**Vacancy Announced**

**2013-0391** ( 10/21/2013 )

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

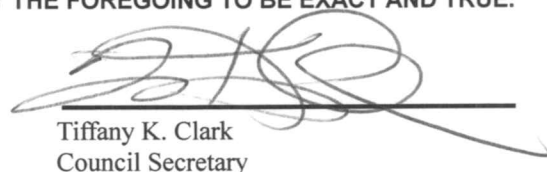
**Vacancy Announced**

## ADJOURNMENT

A motion was made by Councilmember Wilson, and seconded to adjourn the meeting at approximately 8:34 pm. The motion carried by the following vote:

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

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



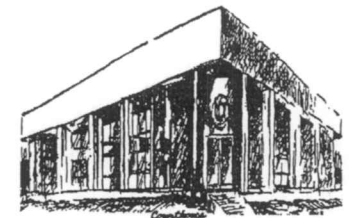
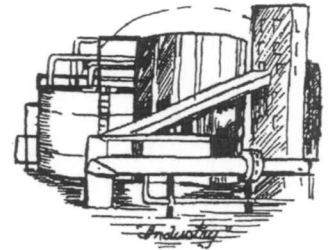
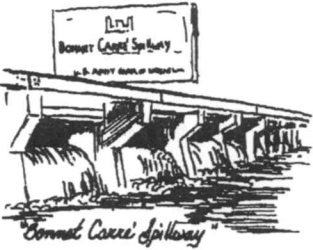
Tiffany K. Clark  
Council Secretary

# The Parish of St. Charles

October 21, 2013

## IN RECOGNITION

**WHEREAS,** Mrs. Fay L. Caire has been an employee of St. Charles Parish Government for nearly 28 years; and,  
**WHEREAS,** Fay is a native of St. Charles Parish and has been honored by the St. Charles Rotary Club as Citizen of the Year for her outstanding volunteer work in her community; and,  
**WHEREAS,** prior to working with the Retired Senior Volunteer Program (RSVP), Fay served as the Director of the Job Training Partnership Act (JTPA) in 1985; and,  
**WHEREAS,** Fay has been instrumental in implementing successful programs and responsible for organizing thousands of volunteer hours that have made tremendous impact to both the St. Charles Parish community and the River Region; and,  
**WHEREAS,** Fay worked with the RSVP Advisory Council Members, RSVP employees and volunteers, as well as other state officials in ensuring the successful planning of all RSVP programs; and,  
**WHEREAS,** Fay coordinated the RSVP program for the entire River Region and has been instrumental in the growth of the programs and volunteer hours performed in the Parishes of St. Charles, St. John the Baptist, and St. James; and,  
**WHEREAS,** Fay served on numerous boards including the River Parishes TRIAD and SALT Board, Local Emergency Food and Shelter Board, St. Charles Toy & Gift Fund, the United Way Success by Six Program Committee, American Cancer Society Board, the Workforce Investment Board in the River Parishes, and served as a Peer Review for the Louisiana Learn and Serve Commission; and,  
**WHEREAS,** we would like to thank her husband Thomas and children Rebecca and Matt for sharing Fay with us and allowing her to touch the lives of countless members of the St. Charles Parish Community.  
**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT,** do hereby express our sincere appreciation and recognize



### FAY L. CAIRE

For her years of dedicated public service  
 April 7, 1986 – June 8, 2013

"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

CAROLYN K. SCHEXNAYDRE  
 COUNCILWOMAN AT LARGE, DIV. A

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

PAUL J. HOGAN  
 COUNCILMAN, DISTRICT IV

TERRELL D. WILSON  
 COUNCILMAN, DISTRICT I

LARRY COCHRAN  
 COUNCILMAN, DISTRICT V

WILLIAM BILLY WOODRUFF  
 COUNCILMAN, DISTRICT II

TRACI A. FLETCHER  
 COUNCILWOMAN, DISTRICT VI

WENDY BENEDETTO  
 COUNCILWOMAN, DISTRICT III

JULIA FISHER-PERRIER  
 COUNCILWOMAN, DISTRICT VII



# The Parish of St. Charles

October 21, 2013

## IN RECOGNITION

WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 14U All-Star Team have excelled in the 2013 All-Star Softball Season; and,

WHEREAS, on June 30, 2013, the St. Charles Parish Girls Babe Ruth 14U All-Star Team finished first in the Babe Ruth State Tournament held June 27-30<sup>th</sup> at the Bridge Park Facilities in Luling, Louisiana, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, on July 20, 2013, the St. Charles Parish Girls Babe Ruth 14U All-Star Team finished third in the Babe Ruth Southwest Regional Tournament held July 18-20<sup>th</sup> in Houma, Louisiana; and,

WHEREAS, members of the St. Charles Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2013 St. Charles Parish Girls Babe Ruth 14U All-Star Team and their Coaches.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE

### THE ST. CHARLES PARISH GIRLS BABE RUTH 14U ALL-STARS

Bailey Abadie, Kayla Chategnier, Allyson Colomb, Deajha Davis, Samantha Fulgham, Britney Hatfield, Hannah Knowles, Victoria Levy, Victoria Ostrowski, Kaitlyn Pastor, Lindsay Schexnayder, Tabitha Tabb, Brittany Ulep

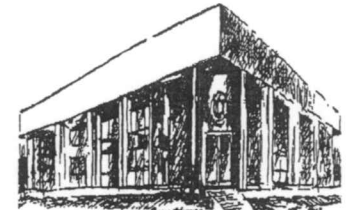
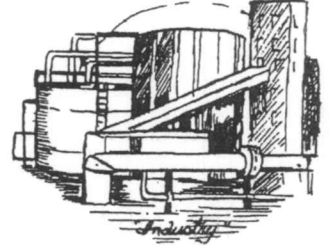
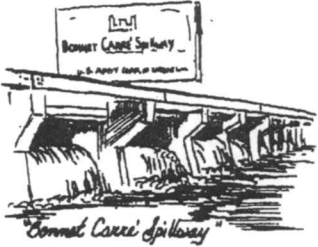
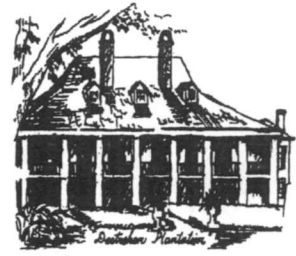
Head Coach: Michael Knowles

Assistant Coaches: Robert Colomb, Dean Bergeron and Barry Fulgham

as

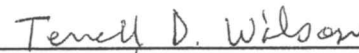
### 2013 GIRLS BABE RUTH 14U STATE CHAMPIONS

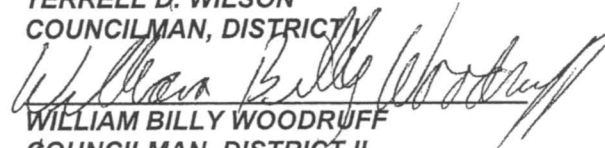
"PARISH OF PLENTY"  
created in 1807 from the county of the "German Coast", a parish of unprecedented economic and social development, known for its hospitality, rural living and sporting opportunities... with the added distinction of being located on both sides of the Mighty Mississippi River.



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

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

  
TERRELL D. WILSON  
COUNCILMAN, DISTRICT IV

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, 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



# The Parish of St. Charles

October 21, 2013

## IN RECOGNITION

**WHEREAS,** St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

**WHEREAS,** the St. Charles Parish Girls Babe Ruth 16U All-Star Team have excelled in the 2013 All-Star Softball Season; and,

**WHEREAS,** on June 30, 2013, the St. Charles Parish Girls Babe Ruth 16U All-Star Team finished undefeated in the Babe Ruth State Tournament held June 27-30<sup>th</sup> at the Bridge Park Facilities in Luling, Louisiana, allowing them to advance to the Southwest Regional Tournament; and,

**WHEREAS,** on July 20, 2013, the St. Charles Parish Girls Babe Ruth 16U All-Star Team finished undefeated in the Babe Ruth Southwest Regional Tournament held July 18-20<sup>th</sup> in Houma, Louisiana, allowing them to advance to the Babe Ruth World Series; and,

**WHEREAS,** August 1-7, 2013, the St. Charles Parish Girls Babe Ruth 16U All-Star Team finished fifth in the Babe Ruth World Series held in Wilson, North Carolina, competing against teams from California, Washington, Massachusetts, Kentucky, Colorado, North Carolina, Florida, Connecticut, and New Jersey; and,

**WHEREAS,** members of the St. Charles Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2013 St. Charles Parish Girls Babe Ruth 16U All-Star Team and their Coaches.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE**

### THE ST. CHARLES PARISH GIRLS BABE RUTH 16U ALL-STARS

Brianna Anderson, Katie Brady, Mia Casanova, Stephanie Chester, Morgan Foret, Bailee Kaplan, Cassie Legendre, Sydney Matherne, Abby Nette, Bailey Parr, Antoinette Rizzo

Head Coach: Neil Legendre Assistant Coaches: Paulo Casanova and Justine Matherne

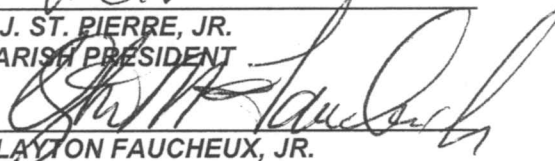
Bat Girl: Isabella Casanova

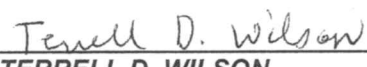
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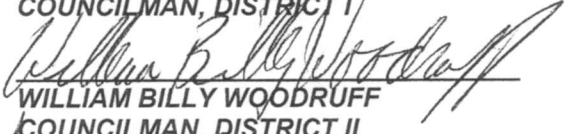
### 2013 GIRLS BABE RUTH 16U STATE AND SOUTHWEST REGIONAL CHAMPIONS

*"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

  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, DISTRICT II

  
WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

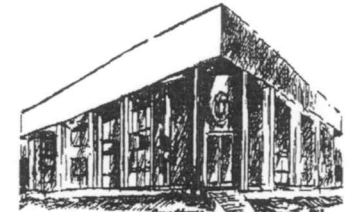
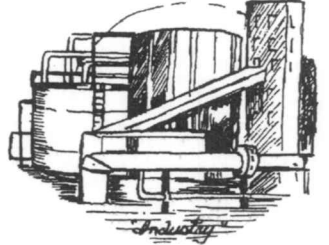
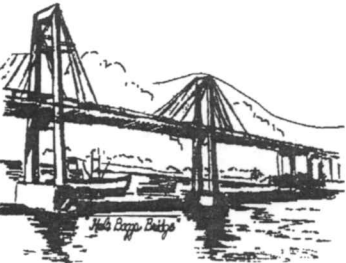
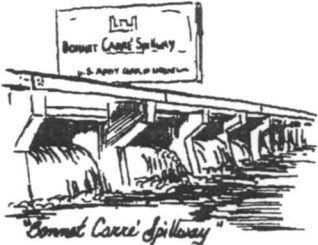
  
CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

  
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,** *the senior project of Kolby Gaubert, a student at Hahnville High School, focuses on educating people, especially teens, about the dangers of texting and driving; and,*

**WHEREAS,** *his message is simple, yet vital: "Remember to Keep 2 Eyes on the Road and 2 Hands on the Wheel"; and,*

**WHEREAS,** *St. Charles Parish holds the health and safety of its teenagers and adults as a chief concern; and,*

**WHEREAS,** *community partners, State Farm Agents Keith Davis, Dustin Gaar, and Reenee Remkes and the South Central Planning & Development Commission, have joined with Kolby, to help support a Celebrate My Drive event; and,*

**WHEREAS,** *the National Teen Driver Safety Week is October 20-26, 2013 and during this week, through celebratemydrive.com, parish residents 14 and older can register to commit to never text and drive while supporting their local high school in possibly receiving a grant reward; and,*

**WHEREAS,** *each commitment is part of a larger movement that helps everyone make safe choices with their wireless devices while on the road; and,*

**WHEREAS,** *on Saturday, October 26, 2013 from 2-5 PM at the Westbank Bridge Park, community partners will come together to provide educational interactive displays to the residents of St. Charles Parish in an effort to educate the community promoting safe driving practices and promote drivers to make positive choices behind the wheel; and,*

**WHEREAS,** *Celebrate My Drive is a chance for communities to rally around young drivers and encourage them to make safe driving choices every time they are behind the wheel especially since auto crashes are the number one cause of death among teens in North America; and,*

**WHEREAS,** *no message is so urgent that it is worth diverting attention from the road and risking lives in the process.*

**NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM, SATURDAY, OCTOBER 26, 2013, AS**

**"CELEBRATE MY DRIVE DAY"**

**IN ST. CHARLES PARISH, AND URGE ALL CITIZENS AGES 14 AND OLDER TO ATTEND THE "CELEBRATE MY DRIVE" FESTIVITIES ON SATURDAY, OCTOBER 26, 2013 AT THE WESTBANK BRIDGE PARK, FROM 2-5 PM.**

**BE IT FURTHER RESOLVED, THAT ALL ST. CHARLES PARISH CITIZENS ARE ENCOURAGED TO MAKE A DAILY COMMITMENT TO "KEEP 2 EYES ON THE ROAD AND 2 HANDS ON THE WHEEL" AND NEVER TEXT AND DRIVE.**

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

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

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

s/WILLIAM BILLY WOODRUFF  
WILLIAM BILLY WOODRUFF  
COUNCILMAN, 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

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

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

**2013-0381**

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

**ORDINANCE NO. 13-10-11**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1A and C-2 to C-1 on the property of Syl Caillet as requested Syl Caillet, Jr.

**WHEREAS,** Syl Caillet, Jr., requested C-1 zoning for 2.278 acres on the south side of River Road near Bethlehem Street in Hahnville as shown on a survey by Lucien C. Gassen dated September 26, 2013; and,

**WHEREAS,** St. Charles Parish Planning and Zoning Commission recommended approval of the rezoning, case file PZR 2013-19, at a regular meeting on October 3, 2013.

**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-1A and C-2 to C-1 on 2.278 acres on the south side of River Road near Bethlehem Street in Hahnville as shown on a survey by Lucien C. Gassen dated September 26, 2013 as requested by Syl Caillet, Jr.

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

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

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

And the ordinance was declared adopted this 21st day of October, 2013, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: 10/23/13  
APPROVED:  DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: 10/24/13  
RETD/SECRETARY: \_\_\_\_\_  
AT: 1:40 pm RECD BY: \_\_\_\_\_

**2013-0382**

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

**ORDINANCE NO. 13-10-12**

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from B1 to B2 on approximately 4.87 acres of batture generally located between the intersections of Jonathan Street and Lorraine Street with River Road in Destrehan, La, as requested by Bunge North America, Inc.

**WHEREAS,** the applicant originally filed a request to rezone of approximately 7 acres of batture property located between the intersections of Jonathan Street and Amelia Street with River Road; and,

**WHEREAS,** after a public hearing, the Planning Commission tabled this request at their September 5, 2013 meeting; and,

**WHEREAS,** the applicant submitted a revision to the original request reducing the area to be rezoned to 4.87 acres, now located generally between the intersections of Jonathan Street and Lorraine Street with River Road; and,

**WHEREAS,** the Planning Commission held a second public hearing on the revised request on October 3, 2013, case file PZR-2013-13, and forwarded a recommendation for denial.

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

**SECTION I.** An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, to approve the change of zoning classification from B1 to B2 on approximately 4.87 acres, in Section 5, T-13-S, R-8-E, more closely shown on a survey submitted by BFM Corporation originally dated 01-17-13 and revised 09-25-13 with the note, "adjusted area of rezoning from 7.06 acres to 4.87 acres," the property being located south of River Road generally between the intersections of Jonathan Street and Lorraine Street with River Road in Destrehan, LA.

**SECTION II.** To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this reclassification from B1 to B2 on approximately 4.87 acres of batture generally between the intersections of Jonathan Street and Lorraine Street with River Road in Destrehan, LA, as requested by Bunge North America, Inc.

**SECTION III.** To authorize the Department of Planning and Zoning to change the Future Land Use Map, in the Comprehensive Land Use Plan adopted under ordinance 11-6-11 from Riverfront Commercial to Riverfront Industrial on the subject property.

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

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

And the ordinance was declared adopted this 21st day of October, 2013, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: \_\_\_\_\_  
 SECRETARY: \_\_\_\_\_  
 DLVD/PARISH PRESIDENT: 10/21/13  
 APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: \_\_\_\_\_  
 RETD/SECRETARY: 10/24/13  
 AT: 1:40 pm RECD BY: \_\_\_\_\_

**2013-0370**

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

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

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P020902, East Bank Multi-Use Path Phase V, State Project No. H.007553, Federal Aid Project No. 4510(501) to add additional work in the amount of \$66,880.42.

**WHEREAS,** Ordinance No. 12-1-6 adopted January 10, 2012 by the St. Charles Parish Council awarded construction of Parish Project No P020902, East Bank Multi-Use Path Phase V, State Project No. H.007553, Federal Aid Project No. 4510(501), to Three C's Properties, Inc.; and,

**WHEREAS,** it is necessary to amend the contract to add the additional work and to adjust the original contract quantities with current quantities resulting in an increase to the contract amount by \$66,880.42.

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

**SECTION I.** That Change Order No. 1 for Parish Project No P020902, East Bank Multi-Use Path Phase V, State Project No. H.007553, Federal Aid Project No. 4510(501), to increase the contract amount by \$66,880.42, is hereby approved and accepted.

**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, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: WOODRUFF  
ABSENT: BENEDETTO

And the ordinance was declared adopted this 21st day of October, 2013, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: 10/22/13  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: 10/22/13  
AT: 1:40 pm RECD BY: [Signature]



CHANGE ORDER

No. 1

DATE OF ISSUANCE 8/14/13

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

OWNER St. Charles Parish Department of Public Works and Wastewater

CONTRACTOR Three C's Properties, Inc.

Contract: St. Charles Parish East Bank Multi-Use Path Phase V Project No. P020902 (State Project No. H.007553/737-45-0011 and Federal Aid Project No. 4510(501))

Project: East Bank Multi-Use Path Phase V

OWNER's Contract No. P020902

ENGINEER's Contract No. N/A

ENGINEER Danny J. Hebert, P.E., L.L.C.

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

**Description:**

- 1. State Change Order 1: Amount: \$66,880.42

**Reason for Change Order:**

State Change Order 1: The purpose of this change order is to add an item for 4" Thick Reinforced Concrete Pads to protect piping crossing under the path at 3 shallow areas. In addition 3 areas were paved by the Corps Building to handle erosion. All deemed beneficial to the public good.

**Attachments:** State Change Order 1

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>379,809.45</u>
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>379,809.45</u>
Net increase decrease of this Change Order: \$ <u>66,880.42</u>
Contract Price with all approved Change Orders: \$ <u>446,689.87</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)
Net change from previous Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)
Net increase decrease this Change Order: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]  
ENGINEER (Authorized Signature)

By: [Signature]  
OWNER (Authorized Signature)

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 8/14/13

Date: 10/24/13

Date: 8/20/2013

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.

**2013-0371**

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

**ORDINANCE NO. 13-10-14**

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No S110302 Luling Sanitary Sewer Rehabilitation to add additional work in the amount of \$46,257.14.

**WHEREAS,** Ordinance No. 12-11-16 adopted November 19, 2012 by the St. Charles Parish Council awarded construction of Parish Project S110302 Luling Sanitary Sewer Rehabilitation to Boh Bros Construction Co., LLC; and,

**WHEREAS,** it is necessary to amend the contract to add the additional work and to adjust the original contract quantities with current quantities resulting in an increase to the contract amount by \$46,257.14.

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

**SECTION I.** That Change Order No. 1 for Parish Project No S110302 Luling Sanitary Sewer Rehabilitation, to increase the contract amount by \$46,257.14 is hereby approved and accepted.

**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, WOODRUFF, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: BENEDETTO

And the ordinance was declared adopted this 21st day of October, 2013, to become effective five (5) days after this publication in the official journal.

ACTING CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: 10/22/13  
APPROVED:  DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: \_\_\_\_\_  
RETD/SECRETARY: 10/24/13  
AT: 1:40 pm RECD BY: [Signature]



CHANGE ORDER

No. 1

DATE OF ISSUANCE: August 26, 2013

EFFECTIVE DATE: Date of Owner's Signature

OWNER St. Charles Parish  
 CONTRACTOR Boh Bros. Construction Co., LLC  
 Contract: \_\_\_\_\_  
 Project: Luling Sanitary Sewer Rehabilitation  
 OWNER's Contract No. S110302 ENGINEER's Contract No. 1110  
 ENGINEER Environmental Engineering Services, Inc.

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

**Description:** *See attached example on how to fill in this information*

1. Delete the Following Work Items:  
N/A

2. Add the Following Work Items:
  - a. New Contract Item C01-1: Hackleberry Avenue point repair.  
Addition of \$38,444.39(L.S.). See attached cost estimate for details.

Total of Added Work Items = (+\$38,444.39)

3. Revise the Following Work Item Quantities:
  - a. Contract Item #73B: Sewer line cleaning and televising (10"-15" gravity).  
The quantity is to be changed from 1,000 to 3,490.90 linear feet (+\$6,227.25).
  - b. Contract Item #75: Root removal in piping.  
The quantity is to be changed from 800 to 1,072.10 linear feet (+\$1,360.50).
  - c. Contract Item #82: Inspection of manholes.  
The quantity is to be changed from 125 to 134 each (+\$225.00).

Total of Change in Work Items Quantity = (+\$7,812.75)

**Reason for Change Order:** List a reason for each Line Item listed above. *See attached example on how to fill in this information*

1. Deleted Work Items  
N/A
2. Add Work Items
  - a. This work was a large scale point repair requiring work at a depth not covered in a typical point repair line item. All work for this repair is included in this lump sum change order only.
3. Revise Work Item Quantities
  - a., b., c. The quantity of these work items were estimated from sewer system mapping in the design phase. Additional quantities correct the initial estimates to actual field measurements.

**Attachments:** Boh Bros. Change Order No. 1 Request dated June 21, 2013 (9 pages)  
 Boh Bros. Change Order No. 2 Request dated June 21, 2013 (1 page)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$847,975.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ -0-
Contract Price prior to this Change Order: \$847,975.00
Net increase of this Change Order: \$ 46,257.14
Contract Price with all approved Change Orders: \$894,232.14

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 210 Ready for final payment: 255 (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Times prior to this Change Order: Substantial Completion: 210 Ready for final payment: 255 (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Times with all approved Change Orders: Substantial Completion: 210 Ready for final payment: 255 (days or dates)

RECOMMENDED:

ACCEPTED:

APPROVED:

By: B. Fogle  
ENGINEER (Blake E. Fogleman, P.E.)

By: John A. Sipani  
CONTRACTOR (Authorized Signature)

By: [Signature]  
OWNER (Authorized Signature)

Date: 8/27/13

Date: 9-12-13

Date: 10/24/13

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.

**2013-0372**

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

**ORDINANCE NO. 13-10-15**

An ordinance approving and authorizing the execution of Change Order No. 2 (FINAL) for Norco 5<sup>th</sup> Street Sidewalk Project, State Project No. H.006592, Control Section No. 000-45, Federal Aid Project No. 4509(501); St. Charles Project No. P091101 to correct and balance the quantities with actual quantities resulting in a decrease of \$1,422.00.

**WHEREAS,** Ordinance No. 12-11-5 adopted November 5, 2012 by the St. Charles Parish Council awarded construction of Norco 5<sup>th</sup> Street Sidewalk Project, State Project No. H.006592, Control Section No. 000-45, Federal Aid Project No. 4509(501); St. Charles Project No. P091101, to HHP Construction Group, LLC; and,

**WHEREAS,** Ordinance No. 13-7-5 adopted July 1, 2013 amended the contract to adjust the original contract quantities with current quantities resulting in a decrease to the contract amount by \$39,559.95, decrease the number of days by 9, and to accept all improvements; and,

**WHEREAS,** During the final review process by the Louisiana Department of Transportation and Development (DOTD) an error in quantities was discovered resulting in this change order decreasing the contract amount by \$1,422.00.

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

**SECTION I.** That Change Order No. 2 (FINAL) for Norco 5<sup>th</sup> Street Sidewalk Project, State Project No. H.006592, Control Section No. 000-45, Federal Aid Project No. 4509(501); St. Charles Project No. P091101 to decrease the contract amount by \$1,422.00, is hereby approved and accepted.

**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, WOODRUFF, HOGAN, COCHRAN,  
FLETCHER, FISHER-PERRIER  
NAYS: NONE  
ABSENT: BENEDETTO

And the ordinance was declared adopted this 21st day of October, 2013, to become effective five (5) days after this publication in the official journal.

ACTING

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 10/20/13

APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 10/24/13

AT: 1:40pm RECD BY: [Signature]

**CHANGE ORDER**

No. 2 (FINAL)

DATE OF ISSUANCE 8/22/13

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

OWNER St. Charles Parish Department of Public Works and Wastewater

CONTRACTOR HHP Construction Group, LLC

Contract: St. Charles Parish Norco 5<sup>th</sup> Street Sidewalk Project No. P091101 (State Project No. H.006592/737-45-0001 and Federal Aid Project No. 4509(501) Control Section 000-45

Project: **Norco 5<sup>th</sup> Street Sidewalk**

OWNER's Contract No. **P091101**

ENGINEER's Contract No. N/A

ENGINEER Danny J. Hebert, P.E., L.L.C.

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

**Description:**

- 1. State Change Order 2: Amount: (\$1,422.00)

**Reason for Change Order:**

- 1. State Change Order 2: This change order shall adjust the "As-Built" quantity for 706-01-00300 Concrete Walk 6" Thick.

**Attachments:** State Change Order 2

CHANGE IN CONTRACT PRICE:	
Original Contract Price	\$ <u>230,287.00</u>
Net ( <del>Increase</del> ) Decrease from previous Change Orders No. <u>1</u> to <u>1</u> :	\$ <u>39,559.95</u>
Contract Price prior to this Change Order:	\$ <u>190,727.05</u>
Net <del>increase</del> decrease of this Change Order:	\$ <u>1,422.00</u>
Contract Price with all approved Change Orders:	\$ <u>189,305.05</u>

CHANGE IN CONTRACT TIMES:	
Original Contract Times:	Substantial Completion: <u>45 Working Days</u> Ready for final payment: <u>75 Days</u> (days or dates)
Net change from previous Change Orders No. <u>1</u> to No. <u>1</u> :	Substantial Completion: <u>36</u> Ready for final payment: <u>66</u> (days)
Contract Times prior to this Change Order:	Substantial Completion: <u>36</u> Ready for final payment: <u>66</u> (days or dates)
Net increase (decrease) this Change Order:	Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times with all approved Change Orders:	Substantial Completion: <u>36 Working Days</u> Ready for final payment: <u>66 Days</u> (days or dates)

RECOMMENDED:

By: [Signature]  
ENGINEER (Authorized Signature)

APPROVED:

By: [Signature]  
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 8/30/13

Date: 10/24/13

Date: 8/27/13

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.

**2013-0373**

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

**ORDINANCE NO. 13-10-16**

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P020903, West Bank Multi-Use Path Phase III, State Project No. H.007552, Federal Aid Project No. 4510(500) to add additional work in the amount of \$151,603.68 and to increase the contract time by thirty (30) working days.

**WHEREAS,** Ordinance No. 12-3-1 adopted March 12, 2012 by the St. Charles Parish Council awarded construction of Parish Project No P020903, West Bank Multi-Use Path Phase III, State Project No. H.007552, Federal Aid Project No. 4510(500), to Barriere Construction Co., LLC; and,

**WHEREAS,** it is necessary to amend the contract to add the additional work and to adjust the original contract quantities with current quantities resulting in an increase to the contract amount by \$151,603.68 and an increase in thirty (30) working days; and,

**WHEREAS,** this will allow St. Charles Parish to utilize the full Federal funds of \$881,700 available on the project.

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

**SECTION I.** That Change Order No. 1 for Parish Project No P020903, West Bank Multi-Use Path Phase III, State Project No. H.007552, Federal Aid Project No. 4510(500), to increase the contract amount by \$151,603.68 and to increase the contract time by thirty (30) working days, is hereby approved and accepted.

**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, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER

NAYS: WOODRUFF

ABSENT: BENEDETTO

And the ordinance was declared adopted this 21st day of October, 2013, to become effective five (5) days after this publication in the official journal.

ACTING CHAIRMAN: \_\_\_\_\_  
 SECRETARY: \_\_\_\_\_  
 DLVD/PARISH PRESIDENT: 10/22/13  
 APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: V.J. St. Pierre  
 RETD/SECRETARY: 10/24/13  
 AT: 1:40 pm RECD BY: [Signature]

CHANGE ORDER

No. 1

DATE OF ISSUANCE 8/15/13

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

OWNER St. Charles Parish Department of Public Works and Wastewater

CONTRACTOR Barriere Construction, Co., LLC

Contract: St. Charles Parish West Bank Multi-Use Path Phase III Project No. P020903-5 (State Project No. H.007552/737-45-0010 and Federal Aid Project No. 4510(500))

Project: **West Bank Multi-Use Path Phase III**

OWNER's Contract No. **P020903-5**

ENGINEER's Contract No. N/A

ENGINEER Danny J. Hebert, P.E., L.L.C.

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

**Description:**

1. State Change Order 1: Amount: \$0.00
2. State Change Order 2: Amount: \$151,603.68 (The total costs of all pay items affected by this change order results in a net affect of \$151,603.68. Per ARTICLE II - FUNDING, attached: The maximum federal funds available for this project are \$881,700.)

**Reason for Change Order:**

State Change Order 1: The purpose of this change order is to add additional working days to the project.

State Change Order 2: The purpose of this change order is to adjust plan items to current actual quantities, add a remobilization due to a delay in the project because of utility conflicts, add handrails at the sewer force main crossing, add an item for removal of erosion control system, and add an item for yard drain 8" for drainage of river road shoulder to new catch basins.

**Attachments:** State Change Order 1  
State Change Order 2

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>797,771.90</u>
Net Increase (Decrease) from previous Change Orders No. <u>   </u> to <u>   </u> : \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>797,771.90</u>
Net increase <del>decrease</del> of this Change Order: \$ <u>151,603.68</u>
Contract Price with all approved Change Orders: \$ <u>949,375.58</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>45 Days</u> Ready for final payment: <u>75 Days</u> (days or dates)
Net change from previous Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>45 Days</u> Ready for final payment: <u>75 Days</u> (days or dates)
Net increase <del>decrease</del> this Change Order: Substantial Completion: <u>30 Days</u> Ready for final payment: <u>105 Days</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>75 Days</u> Ready for final payment: <u>105 Days</u> (days or dates)

RECOMMENDED:

By: [Signature]  
ENGINEER (Authorized Signature)

APPROVED:

By: [Signature]  
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 9/12/13

Date: 10/04/13

Date: 9/4/13

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.



2013-0379

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

ORDINANCE NO. 13-10-17

An ordinance to approve and authorize the execution of an Agreement between Providence Technical Services, LLC, and St. Charles Parish in the amount of \$114,890.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PL-06-LA-2012-002.

**WHEREAS,** St. Charles Parish is in need of an update to the Hazard Mitigation Plan in order to review hazards, reprioritize mitigation activities, and as a requirement to receive Federal mitigation grants; and,

**WHEREAS,** the Parish has secured Federal funding through FEMA's Pre-Disaster Mitigation Grant Program, PDMC-PL-06-LA-2012-002, in the amount of \$86,167.50 for the plan update; and,

**WHEREAS,** the Parish has complied with Federal procurement regulations by conducting a qualifications based procurement process to select a qualified firm, including advertising a Request for Statements of Qualifications and Cost Proposals and forming a selection committee to evaluate respondents' qualifications to select the most qualified respondent; and,

**WHEREAS,** the results of the evaluation yielded Providence Technical Services, LLC, as the highest scoring respondent; and,

**WHEREAS,** it is the desire of the Parish and Providence Technical Services, LLC, to enter into an Agreement for said services.

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

**SECTION I.** That the Agreement between St. Charles Parish and Providence Technical Services, LLC, in the amount of \$114,890.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PL-06-LA-2012-002, is hereby approved.

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

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

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

And the ordinance was declared adopted this 21st day of October, 2013, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: \_\_\_\_\_  
SECRETARY: \_\_\_\_\_  
DLVD/PARISH PRESIDENT: 10/22/13  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: VJSP  
RETD/SECRETARY: 10/24/13  
AT: 1:40 pm RECD BY: JCC

Agreement for  
Program Administrative/Management Services to Implement FEMA Pre-Disaster Mitigation  
Program FEMA Project #: EMT-2012-PC-0004 A-0; GOHSEP Project #: PDMC-PL-06-LA-2012-002

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ST. CHARLES PARISH  
HAZARD MITIGATION PLAN UPDATE

PART I

This Agreement for program administrative/management services is made and entered into this 24<sup>th</sup> day of October, 2013, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by V.J. St. Pierre, Jr., Parish President, hereunto duly authorized, and Providence Technical Services, LLC, a limited liability company organized under the laws of the State of Louisiana (hereinafter called the CONTRACTOR), acting herein by Jason Benoit, Principal, hereunto duly authorized;

**WITNESSETH THAT:**

**WHEREAS**, the PARISH intends to implement its FEMA Pre-Disaster Mitigation Program (PDM), FEMA Project #: EMT-2012-PC-0004 A-0, GOHSEP Project #: PDMC-PL-06-LA-2012-002, which involves updating the Hazard Mitigation Plan (hereinafter called HMP) in accordance with all local, state, and federal regulations; and

**WHEREAS**, the PARISH desires to engage the CONTRACTOR to render certain program administrative/management services in the implementation of its HMP update:

**NOW, THEREFORE**, the parties do mutually agree as follows:

**1. Employment of CONTRACTOR**

The PARISH hereby agrees to engage the CONTRACTOR, and the CONTRACTOR hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

**2. Scope of Services**

The CONTRACTOR shall, in a satisfactory and proper manner, assist the PARISH in the completion of the HMP update, including but not limited to: facilitating the update process, preparing preliminary and draft HMPs for review and approval by the PARISH, the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), and the Federal Emergency Management Agency (FEMA), followed by preparation of the Final Plan for adoption by the PARISH. The detailed Scope of Services can be found in ATTACHMENT I – SCOPE OF WORK and is incorporated herein by reference.

The Scope of Services shall be performed under and at the direction of the Parish President, or his/her designee.

**3. Period of Performance**

The services of the CONTRACTOR shall commence upon the issuance of written Notice to Proceed by the PARISH. Such services shall be continued in such sequence as to assure securing FEMA, GOHSEP, and PARISH final approval and adoption of the HMP update prior to the PARISH'S current HMP expiration date of March 25, 2015. In any event, all of the services required and performed hereunder shall not be considered completed until the PARISH has received notification of final close-out of the grant from the State.

**4. Access to Information**

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above, shall be furnished to the CONTRACTOR by the PARISH. No charge will be made to the CONTRACTOR for such information, and the PARISH will cooperate with the CONTRACTOR in every way possible to facilitate the performance of the work described in this contract.

**5. Compensation and Method of Payment**

The CONTRACTOR hereby agrees upon a lump sum fee in the amount of \$114,890.00 as compensation for the Scope of Services. The method of payment to the CONTRACTOR is as outlined in the table below:

<b>1.0</b>	Signing of the CONTRACTOR Agreement Contract	10%	\$11,489.00
<b>2.0</b>	Completion of the Project Plan Meeting	8%	\$9,191.20
<b>3.0</b>	Completion of the Risk Assessment Meeting	8%	\$9,191.20
<b>4.0</b>	Completion of the Mitigation Strategy Meeting	8%	\$9,191.20
<b>5.0</b>	Completion of the Goal Setting Meeting	8%	\$9,191.20
<b>6.0</b>	Completion of the Draft Plan Presentation Meeting	8%	\$9,191.20
<b>7.0</b>	GOHSEP/FEMA review and approval of the updated plan	50%	\$57,445.00
<b>TOTAL</b>		100%	\$114,890.00

The CONTRACTOR shall submit invoices to the PARISH for payment no more than once a month. These invoices shall summarize the percent complete of each milestone. Each invoice amount due will be the percent complete for the period less any previous payments. Payment terms are net 30 days.

**6. Ownership of Documents**

All documents, including meeting documentation, HMP drafts, field notes, Repetitive Loss Homeowner documentation collected, and other data are the property of the PARISH. The CONTRACTOR may retain reproducible copies of the HMP and other documents.

**7. Liability**

CONTRACTOR shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards, or in the absence of generally accepted industry standards, consistent

with the CONTRACTOR'S experience within the industry. CONTRACTOR'S liability in the event of defect, error, omission, or failure (hereinafter "Defect" or collectively called "Defects") in any of CONTRACTOR'S Services under this Agreement shall be limited to Defects arising out of its sole negligence and further limited to the correction of Defects in CONTRACTOR'S original Services. In the event of any such Defect, and provided that CONTRACTOR is notified by Owner in writing of such Defect within one (1) year after completion of CONTRACTOR'S Services under this Agreement, and such notice specifically includes a request for re-performance, CONTRACTOR shall re-perform the defective portion of the Services without any additional costs to the PARISH. However, CONTRACTOR shall not be liable for any other costs, including but not limited to, replacement materials, equipment, or labor incurred by PARISH in connection with the correction of any such Defects.

## **8. Insurance**

The CONTRACTOR shall secure and maintain at his expense such insurance that will protect him and the PARISH, 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. Automobile insurance for bodily injury or death and property damage shall be in the amount of \$1,000,000.00 combined single limit resulting from any one occurrence. The CONTRACTOR shall also secure and maintain at his expense professional liability insurance in the sum of \$1,000,000.00.

All certificates of insurance SHALL BE FURNISHED TO THE PARISH and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the PARISH. The PARISH may examine the policies.

The CONTRACTOR 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.

The PARISH shall be named as an additional insured on general liability insurance policies.

## **9. Records and Audits**

The CONTRACTOR shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all projects funds, both federal and non-federal shares. These records will be made available for audit purposes to the PARISH or any authorized representative, and will be retained for five (5) years from the official date of the final closeout of the federal grant, unless permission to destroy them is granted by the PARISH.

## **10. Terms and Conditions**

This Agreement is subject to the provisions titled, "PART II, Compliance Provisions for Federally Assisted Professional Services Contracts" consisting of nine (9) pages, attached hereto, and incorporated by reference herein.

**11. Address of Notices and Communications**

Mr. V.J. St. Pierre, Jr.  
Parish President  
St. Charles Parish  
Post Office Box 302  
Hahnville, LA 70057

Mr. Jason Benoit, CFM, AICP  
Principal  
Providence Technical Services, LLC  
1201 Main Street  
Baton Rouge, Louisiana 70802

**12. Jurisdiction**

For all claims arising out of or related to this agreement, the CONTRACTOR 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 pleas of jurisdiction based upon the CONTRACTOR'S residence or right to federal court based upon diversity of citizenship.

**13. Captions**


Each paragraph of this contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

**14. Entire Agreement**

All negotiations, proposals and agreements prior to the date of this Agreement are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Agreement and the Proposal, the terms of this Agreement shall control.

**15. Authorization**

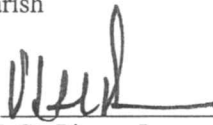
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

  
Witness

St. Charles Parish

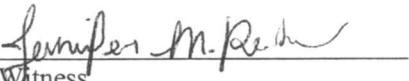
  
Witness

BY:

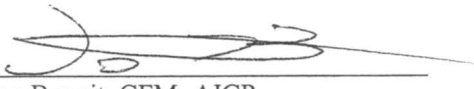
  
V. J. St. Pierre, Jr.  
Parish President

  
Witness

Providence Technical Services, LLC

  
Witness

BY:

  
Jason Benoit, CFM, AICP  
Principal

## PART II

### Compliance Provisions for Federally Assisted Professional Services Contracts

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**  
(Applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a

means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**  
(Applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**  
(Applicable to contracts and subcontracts over \$10,000)

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

6. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

7. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Parish, the following:



- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

**8. FLOOD DISASTER PROTECTION**

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

**9. INSPECTION**

The authorized representative and agents of the State of Louisiana and the FEMA shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

10. **REPORTING REQUIREMENTS**

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Parish.

11. **CONFLICT OF INTEREST**

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

12. **ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED**

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

13. **PATENTS**

- A. The Contractor shall hold and save the Parish and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Parish, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Parish of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Parish and not by or through the Contractor.

C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Parish of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Parish of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Parish for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

14. **COPYRIGHT**

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor 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 Parish and all such rights shall belong to the Parish.

15. **TERMINATION FOR CAUSE**

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Parish shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Parish, become the Parish's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Parish for damages sustained by the Parish by virtue of any breach of the contract by the Contractor, and the Parish may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Parish from the Contractor is determined.

16. **TERMINATION FOR CONVENIENCE**

The Parish may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Parish as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

17. **ENERGY EFFICIENCY**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

18. **SUBCONTRACTS**

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Parish for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Parish may exercise over the Contractor under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Parish.

19. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

20. **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

21. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

22. **CHANGES**

The Parish may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Parish and the Contractor, shall be incorporated in written and executed amendments to this Contract.

23. **PERSONNEL**

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Parish.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

24. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

25. **ASSIGNABILITY**

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Parish provided that claims for money due or to become due the Contractor from the Parish under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Parish.

26. **INTEREST OF CONTRACTOR**

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

27. **POLITICAL ACTIVITY**

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

**28. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

**29. DISCRIMINATION DUE TO BELIEFS**

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

**30. CONFIDENTIAL FINDINGS**

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Parish.

**31. LOBBYING**

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**ATTACHMENT I - SCOPE OF WORK  
ST. CHARLES PARISH  
HAZARD MITIGATION PLAN UPDATE**

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**Implementation of FEMA Pre-Disaster Mitigation Program  
Update to the Existing St. Charles Parish Single-Jurisdiction Hazard Mitigation Plan**

**OVERVIEW**

In March 2010, St. Charles Parish received final approval of the Parish's Hazard Mitigation Plan (HMP) from the State of Louisiana and FEMA and the updated plan was adopted by the Parish Council by way of Resolution No. 5727. The purpose of this project is to update the HMP to: identify and update mitigation activities completed; propose and create a strategy for implementing additional mitigation efforts; address disaster events that have occurred since the HMP and recognize implemented hazard mitigation activities that were successful in preventing losses; incorporate community sustainability for mitigation activities; and to prepare and include a Repetitive Loss (RL) Strategy – all in an effort to focus potential future grant funding on the most beneficial projects. In summary, St. Charles Parish wishes to:

- Reconvene the Steering Committee to review the HMP (including opportunities for public input) to incorporate information and experience gained from recent disasters (i.e. Mississippi River Spring Flooding, Tropical Storm Lee, and Hurricane Isaac); and,
- Update the current HMP Action Plan and Mitigation Measures as seen appropriate to the Steering Committee; and,
- Address mitigation of multiple hazards including, at least: erosion, chemical, levee failure, drought, flood, hurricanes/tropical storms, land subsidence, tornadoes, thunderstorms/lightning/hail, winter storms, extreme heat and saltwater intrusion; and,
- Review any relevant transportation, housing, economic development, comprehensive land use, and recreation master plans and codes and incorporate the concept and elements of sustainability in the Parish's hazard mitigation planning process as detailed in 1.h below; and,
- Prepare a RL Strategy for the Parish's 580 RL and 56 SRLs as of December 31, 2012, by examining each RL and SRL structure and gathering data (photos, square footage, elevation, property value, cost to mitigate, etc.) needed to make mitigation decisions; and,
- Complete an updated HMP and secure FEMA, GOHSEP, and Parish Council approval of the HMP update prior to the Parish's current plan expiration date of **March 25, 2015**.

The *Local Mitigation Planning Handbook* released by FEMA in March 2013, should be used as a guide during the HMP update process.

**PROJECT SCOPE OF WORK**

**1. Planning Process:**

- a. The Plan will document the process used to review and analyze each section of the Plan (i.e. Planning Process, Risk Assessment, Mitigation Strategy, and Plan Maintenance).
- b. The Steering Committee will be reconvened for a project Kick-Off meeting.
- c. An Outreach Strategy will be created.
- d. An assessment of community capabilities will be performed.
- e. All Recommended Revisions of the plan per "Reviewer's Comments" in the previous approved FEMA Local Hazard Mitigation Plan Review Crosswalk will be documented.
- f. If the Steering Committee concludes that some sections of the Plan warrant an update and others do not, the Steering Committee will document the process used to make that determination.



- g. The Plan maintenance section will include a description of how the community was kept involved during the Plan maintenance process (44 CFR 201.6(c) (4) (iii)) over the past five years.
- h. A Sustainability Sub-Committee will be formed at the outset of the planning process. This sub-committee will meet, when appropriate, following Steering Committee meetings to focus on integration of sustainability in the planning process and, ultimately, in the hazard mitigation plan itself. Topics to be considered by this sub-committee will include the sustainability aspects of the following to the extent these exist in the planning jurisdiction:

- Comprehensive land use plan
- Recreation master plan
- Housing and transportation plan, if treated separately from comprehensive plans
- Economic development plans
- Infrastructure investments proposed in any of the above
- Zoning codes
- Subdivision development regulations
- Storm water quality ordinances
- Drainage and flood control ordinances, and
- Drainage design manuals/codes (if any)

The Mitigation Planning Consultant will obtain copies of all relevant planning documents and prepare a matrix which lists and cross-references all sustainability elements contained in the reviewed documents. The Consultant will review the matrix with the Sub-Committee and initiate discussion about the ways sustainability could be introduced into the HMP to make it consistent with sustainability elements contained in the plans reviewed. The Consultant will propose and discuss with the Steering Committee and members of the Sustainability Sub-Committee strategies for sustainability and formulate, with assistance from the sub-committee, action items for the HMP which will implement these sustainability strategies and help to make this plan consistent with the sustainability components of the other plans. Within the HMP document, the appropriate location for the sustainability discussion will be in the section pertaining to the incorporation of existing plans. This section of the plan will need to be expanded considerably to accommodate sustainability issues, as well as documentation of the sustainability planning process now contained in the overall 5-step planning process for the HMP. The Action Plan that will be developed for the HMP must include the specific sustainability-related actions adopted by the Sustainability Sub-Committee.

- i. In addition to the kick-off meeting referenced above, no less than four more meetings will be held with at least one to be held for review of the Draft Plan Update deliverables.

## **2. Risk Assessment:**

- a. The local risk assessment update will address any newly identified hazards that have been determined to pose a threat.
- b. The Plan update will continue to describe occurrences of hazards included in the previously approved Plan, and discuss new occurrences of hazard events. The updated Plan will incorporate any new historical records, or hazard data, including loss estimates, related to profiling hazards.
- c. Any maps included in the updated Plan, will be consistent with the updated information.
- d. The vulnerability overview in the updated Plan will describe any changes, clarifications, or refinements to the summary described in the previously approved Plan. It will continue to include, by type of hazard, a general description of the types of structures affected by the hazard.
- e. The Plan will address repetitive loss structures in the risk assessment by describing the types (residential, commercial, institutional, etc.) and provide the numbers of repetitive loss properties located in identified flood hazard areas.
- f. The plan will include a “Repetitive Loss Strategy” consisting of an inventory of all repetitive loss properties. The Consultant will locate and photograph all repetitive loss properties. Their locations will be mapped within the floodplain. Subsequently, the Consultant will send letters to

the owners of the repetitive loss properties to determine their interest in mitigation and meet with interested owners to gather additional information (photos, square footage, floor plan, elevation, property value, mitigation method, cost to mitigate, Applicant's Worksheet, Consultation Agreement, executed Voluntary Participation Agreement, etc.) needed to develop a database with property profiles.

- g. Where vulnerability to previously identified hazards has changed, the Plan will incorporate this information into the updated risk assessment.
- h. If the previously approved Plan identified that data deficiencies would be addressed at a later time, then the deficiencies will be considered for incorporation in the updated Plan. If the data deficiencies have not been resolved, they will be addressed along with an explanation of why they have not been resolved.

### 3. Mitigation Strategy:

- a. The Plan will document the goals that were re-evaluated and note the ones that were determined to remain valid and effective.
- b. The Plan update provides an opportunity to reconsider the range of specific actions. If the mitigation actions remain unchanged from the previous Plan, then the update will indicate why changes are not necessary.
- c. The Plan will describe the Parish's participation in the NFIP and will identify, analyze, and prioritize actions related to continued compliance with the NFIP.
- d. The updated single-jurisdictional Plan will identify the completed, deleted, or deferred actions or activities from the previously approved Plan as a benchmark for progress. If the mitigation actions or activities remain unchanged from the previously approved Plan, the updated Plan will include in its prioritization any new mitigation actions identified since the previous Plan was approved or through the Plan update process.

### 4. Plan Maintenance:

As part of the planning process, the community reviews and analyzes the previously approved Plan's method and schedule for monitoring and updating the Plan, such as strengths and weaknesses and what elements, if any, have changed. The updated Plan will include the method and schedule that will be used over the next five years to monitor, evaluate, and update the Plan.

- a. The updated Plan will continue to describe how the mitigation strategy, including goals and objectives, and mitigation actions will be incorporated into other planning mechanisms, and also indicate how information contained in the Plan, including hazard identification and the risk assessment, will be integrated into other planning mechanisms.
- b. The Plan will address the process used to keep the community involved over the previous five years. The Plan will also describe the process used to solicit public involvement during the Plan maintenance process over the next five years.

### 5. Additional State Requirements

The Parish will work with the communities to identify and include additional requirements set by GOHSEP.

### 6. Plan Hazard Mitigation Plan Adoption and Approval

- LOCAL ADOPTION: The Parish will provide documentation (i.e. Resolution) for adoption of the Plan by the Parish Council.
- PLAN APPROVAL: The adopted Plan will be submitted to the GOHSEP on or before the termination date for initial review and forwarding to FEMA/Region for final review and approval.

**7. Hazard Mitigation Plan Deliverables** - includes the following:

- a) Preliminary Plan deliverable will be reviewed by GOHSEP and FEMA Region VI and will include:
  - Letter of Transmittal;
  - Two (2) hard copies, in three ring binders, including at a minimum the hazard identification/risk assessment and mitigation strategy sections of the Plan.
  - Two (2) hard copies, in three ring binders, to the Parish for review, if requested.
  
- b) Draft Plan deliverable will be reviewed by GOHSEP and FEMA Region VI and will include:
  - Letter of Transmittal;
  - Two (2) hard copies, in three ring binders, including completed Hazard Mitigation Plan. This deliverable will incorporate review comments from the Preliminary Plan deliverable and will conform to all requirements of 44CFR Part 201.6 with the exception of resolution(s) of adoption.
  - Two (2) hard copies, in three ring binders, to the Parish for review, if requested.
  
- c) Final Plan deliverable will include the following:
  - Letter of Transmittal;
  - Two (2) hard copies, in three ring binders, including an entire adopted and approved Hazard Mitigation Plan; and
  - Two (2) CD's containing digital files of the Plan that are identical to the hard copies.
  - Two (2) hard copies, in three ring binders, and two (2) CD's containing digital files of the Plan in both pdf and all documentation in its native format (i.e. Microsoft Word, Excel, etc.).

2013-0380

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

ORDINANCE NO. 13-10-18

An ordinance to approve and authorize the execution of a Construction Contract with Sealevel Construction, Inc. for Project No. P990604-3, Coronado Park Pump Station #1 Drainage Improvement Project in the amount of \$946,144.00.

**WHEREAS**, sealed bids were received by St. Charles Parish on October 1, 2013 for Project No. P990604-3, Coronado Park Pump Station #1 Drainage Improvement Project; and,

**WHEREAS**, Buchart Horn, Inc., Mira K. Para, P.E., the Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the low bidder, Sealevel Construction, Inc. in the amount of \$946,144.00; and,

**WHEREAS**, the capacity of the existing Coronado Park Pump Station #1 is undersized for the drainage requirements in the Coronado Park Area served by the Pump Station; and the drainage conveyance to the Pump Station is inadequate to handle the quantity of rain runoff experienced in the area. Increased Pump Station capacity and improved drainage conveyance will improve the capability of the Drainage System to remove rainwater from the area and reduce risk of flooding to streets and structures in the Coronado Park area; and,

**WHEREAS**, the construction costs for said project will be funded with federal grant funds awarded through the State of Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) through the Federal Emergency Management Agency's (FEMA's) Flood Mitigation Assistance program, Project # FMA-PJ-06-LA-2011-003, with a 75% Federal share in the amount of \$709,608.00; and,

**WHEREAS**, A Non-Federal share of 25% of the construction costs for said project is required in the amount of \$236,536.00 and will be funded with St. Charles Parish Public Works Drainage funds (Budget item # 112-4202604630).

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

**SECTION I.** That the bid of Sealevel Construction, Inc., for the construction of drainage improvements for the Coronado Park Area under Project No. P990604-3, Coronado Park Pump Station #1 Drainage Improvement Project, be hereby approved and accepted, in the amount of \$946,144.00.

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

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

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

NAYS: NONE

ABSENT: BENEDETTO

And the ordinance was declared adopted this 21st day of October, 2013 to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: 10/22/13

APPROVED:  DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 10/24/13

AT: 1:40 pm RECD BY: [Signature]

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2013 by and between the Parish of St. Charles, called the OWNER, and Sealevel Construction, Inc. hereinafter called the CONTRACTOR.

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents for the above Project. The Work is generally described as follows:

The Contract Work generally comprises of the replacement of PS No.1 (DW10E), construction of storm drainage improvements, and all associated site and electrical work, complete in place as specified and indicated on the Contract Drawings.

ARTICLE 2. ENGINEER

The Project has been designed by Buchart Horn, Inc. who is hereinafter called ENGINEER and who will assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 180 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of FIVE HUNDRED AND 00/100 DOLLARS (\$500.00) for each calendar day that

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expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default.

#### ARTICLE 4. CONTRACT PRICE

**CONTRACT PRICE:** The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$946,144.00) Nine hundred forty-six thousand one hundred forty-four Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

#### ARTICLE 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

- 5.1 Progress payments. OWNER shall make progress payments which exceed \$5,000 on account of the Contract price on the basis of CONTRACTOR's Applications for Payment, as recommended by ENGINEER, on or about the thirtieth (30th) day following receipt by the OWNER. Applications for Payments less than \$5,000 shall be accumulated until the next payment period or until final payment.

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

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.

- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

Final acceptance of the Work, based upon the certificate of final acceptance, shall be by resolution of the Council of the Parish of St. Charles.

When substantial completion is granted by the Owner, the Certificate of Substantial Completion is

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then transmitted to the Contractor for filing with the recorder of mortgages of the Parish of St. Charles. This begins the not less than forty-five (45) day lien period as prescribed for Public Works by Louisiana Revised Statutes 38:2242.

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

#### ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or finishing of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface physical conditions and drawings of physical conditions which are identified in the Information Available To Bidders and as provided in the General Conditions.
- 6.3 CONTRACTOR has obtained and carefully studied (or assumed responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Paragraph 6.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site or which otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 4.2 of the General Conditions. In exercising its responsibility with respect to subsurface conditions and physical conditions at the site, CONTRACTOR has or will obtain or perform at no additional cost to the OWNER such additional examinations, investigations, explorations, tests, reports, studies, or similar information or data as may be required by CONTRACTOR for such purposes.

#### ARTICLE 7. CONTRACT DOCUMENTS

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

- 7.1 Agreement

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- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 1 inclusive)
- 7.6 Contract documents bearing the general title "Coronado Park Area Drainage Improvements and Pump Station No. 1" dated November 26, 2012.
- 7.7 Drawings, consisting of a cover sheet dated November 26, 2012 and the sheets listed on Drawing G-101, Title Sheet; each sheet bearing the following general title:  

"Coronado Park Area Drainage Improvements and Pump Station No. 1"
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

There are no Contract Documents other than those listed above in this Article 7. The Contract may only be amended, modified or supplemented as provided for in the General Conditions.

#### ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of

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00500-4

Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.

- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

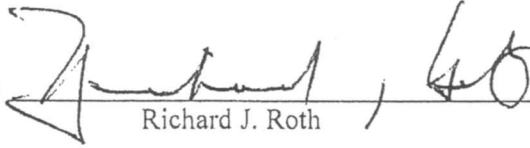
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement effective as of the date first written above. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

OWNER: Parish of St. Charles

CONTRACTOR: Sealevel Construction, Inc.

By \_\_\_\_\_

By

  
Richard J. Roth

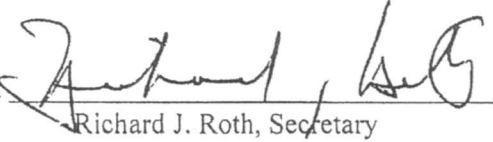
Title \_\_\_\_\_

Title

President

Attest \_\_\_\_\_

Attest

  
Richard J. Roth, Secretary

END OF SECTION

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00500-5

**2013-0383**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT**

**ORDINANCE NO. 13-10-19**

An ordinance to authorize St. Charles Parish to publicly advertise and receive sealed bids for an oil, gas and mineral lease regarding the application by Merlin Oil & Gas, Inc. involving various properties in Sections 11 and 14, T12S-R8E, St. Charles Parish, Louisiana.

**WHEREAS,** Merlin Oil & Gas, Inc., c/o Mark K. Miller, P. O. Box 52928, Lafayette, LA 70505 has filed an application with St. Charles Parish for the public advertisement and receipt of sealed bids for an oil, gas and mineral lease covering the following described land situated in St. Charles Parish, Louisiana, to-wit: Those certain portions of ground situated in the Parish of St. Charles, State of Louisiana, Sections 11 and 14, T12S-R8E in that part thereof known as Cloverleaf Subdivision, as per plan by Murphy Engineering, Inc., based on survey of J. J. Krebs and Sons, Inc., dated September 21, 1972, a copy of which is on file in COB 138, folio 628, #43633 in the Office of the Clerk of Court, St. Charles Parish, Louisiana, being more particularly described as follows: Lots 10, 11, 12 Square 2; Lots 8, 9, 10, 11, 12 Square 8; Lot 23 Square 2; Lots 18 and 19 Square 3; Lot 10 Square 11 and Lot 20 Square 11, said lots containing 2.697 acres, more or less; and,

**WHEREAS,** it is the desire of St. Charles Parish to publicly advertise and receive sealed bids for an oil, gas and mineral lease regarding the application by Merlin Oil, & Gas, Inc.

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

**SECTION I.** That St. Charles Parish be authorized to publicly advertise and receive sealed bids for an oil, gas and mineral lease, all in accord with the provisions and procedures contained in LRS 30:151, et seq, regarding the application by Merlin Oil & Gas, Inc. on the various properties described above, located in Sections 11 & 14, T12S-R8E.

**SECTION II.** That the Parish President is hereby authorized to execute any and all documents necessary to complete said transaction 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, WOODRUFF, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
- NAYS: NONE
- ABSENT: BENEDETTO

And the ordinance was declared adopted this 21st day of October, 2013 to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: \_\_\_\_\_  
 SECRETARY: \_\_\_\_\_  
 DLVD/PARISH PRESIDENT: 10/22/13  
 APPROVED:  DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: V.J. St. Pierre  
 RETD/SECRETARY: \_\_\_\_\_  
 AT: 1:40 pm RECD BY: [Signature]

**LEASE FOR OIL, GAS AND OTHER LIQUID  
OR GASEOUS MINERALS**

**STATE OF LOUISIANA  
PARISH OF EAST BATON ROUGE**

State Agency Lease No. ^^  
Louisiana State Lease Form Revised 2000

**WHEREAS**, under the provisions of Sub-Part B of Chapter 2, Title 30 of the Louisiana Revised Statutes of 1950, as amended, and other applicable laws, the State Mineral and Energy Board of the State of Louisiana (sometimes hereinafter referred to as "Mineral Board" or "Board"), acting pursuant to the request of ^^, advertised for bids for a lease covering oil, gas and other liquid or gaseous minerals in solution and produced with oil or gas on the property described below; and

**WHEREAS**, in response to required advertisements, bids were received and duly opened in the City of Baton Rouge, Parish of East Baton Rouge, State of Louisiana on the ^^ at a meeting of the State Mineral and Energy Board of the State of Louisiana; and

**WHEREAS**, by resolution duly adopted, the State Mineral and Energy Board accepted the bid of ^^ whose mailing address is ^^ (hereinafter referred to as "Lessee") as being the most advantageous to said state agency:

**NOW THEREFORE**, be it known and remembered that the State Mineral and Energy Board of the State of Louisiana, acting under said authority, and acting for and in behalf of the ^^ as Lessor, does hereby lease, let, and grant exclusively unto the said Lessee, and Lessee's successors and assigns, the property described below for the purpose of exploring by any method, including but not limited to geophysical and geological exploration for formations or structures and prospecting and drilling for and producing oil, gas, and any other liquid or gaseous minerals in solution and produced with oil or gas, hereinafter sometimes referred to for convenience as oil, gas or other liquid or gaseous mineral. In connection therewith Lessee shall have the right to use so much of the property as may be reasonably necessary for such operations, including but not limited to storing minerals and fluids in facilities or by means other than subsurface storage; laying pipelines; dredging canals; and building roads, bridges, docks, tanks, power stations, telephone and electric transmission lines, and other structures and facilities. The leased property, situated in the Parish of ^^ State of Louisiana, is more fully described as follows:

<legal\_description>

This lease excludes free sulphur, potash, lignite, salt and other solid minerals. Lessee shall not have any rights to explore, drill for, mine, produce or take any action whatsoever in regard to any such solid mineral deposits.

Notwithstanding any language herein to the contrary, the rights granted herein exclusively to the mineral Lessee shall be subject to the surface usage for seismic and geophysical exploration by any seismic permittee of the state whose valid permit predates the effective date of this mineral lease and includes all or a portion of the surface area encompassed within the geographical boundary of the leased premises herein. The said seismic permittee shall owe the mineral Lessee no duty to share seismic or geophysical information acquired under the predating permit nor to reimburse the mineral Lessee for surface usage, but said seismic permittee shall not unreasonably interfere with the mineral Lessee's exercise of its rights acquired hereunder and shall owe the mineral Lessee reasonable reimbursement for any actual damages caused by the seismic or geophysical operations carried out under the predating permit.

Further, in accordance with Article XII, Section 10 of the Constitution of Louisiana, and notwithstanding any language herein to the contrary, the rights granted herein exclusively to the mineral Lessee shall be subject to the surface usage for integrated coastal protection or hurricane and flood protection projects promulgated, funded and effected through the State of Louisiana, the Louisiana Coastal Protection and Restoration Authority, the Louisiana Office of Coastal Protection and Restoration, and the Department of Natural Resources and its divisions, whether solely or in conjunction with other state, local or federal governmental agencies or with private individuals or entities. Lessee shall hold the State of Louisiana, its political subdivisions, the Louisiana State Mineral and Energy Board, the Department of Natural Resources and its divisions, the Louisiana Coastal Protection and Restoration Authority, the Louisiana Office of Coastal Protection and Restoration, the United States, and each of their agents and employees, and all other relevant agencies free and harmless from any claims for loss or damages to the rights of any party arising under this lease or any other contract, lease, permit, or license granted to any individual or other entity for any purpose on state lands or water bottoms from diversions of freshwater or sediment, depositing of dredged or other materials, integrated coastal protection project, or any other actions, taken for the purpose of management, preservation, enhancement, creation, protection, or restoration of coastal wetlands, water bottoms, or related public or renewable resources. The mineral Lessee, in the exercise of its exclusive rights granted hereunder, shall utilize the best technology available, including directional drilling so as to minimize interference with the ongoing surface usage entailed in the development, construction and maintenance of the said integrated coastal protection and/or hurricane and flood protection projects which will now or may utilize all or a portion of the premises leased for mineral exploration and development herein. Rights to geothermal resources are specifically excluded from this lease.

1. Lessee has this day paid to Lessor a cash payment of ^^ Dollars one-half (1/2) of which is bonus as full and adequate consideration for every right granted hereunder and not allocated as mere rental for a period, and one-half (1/2) of which is rental for the first year of this lease.

2. Subject to the provisions hereof, this lease shall be for a term of ^^ years (hereinafter called "primary term") and so long thereafter as oil, gas or other liquid or gaseous hydrocarbons are produced in paying quantities or any operation is conducted, payment is made, or condition exists, which continues this lease in force according to its terms. However, if this lease is for an inland tract which ordinarily carries a three year primary term, it will be possible to extend the primary term to five years if the Mineral Board determines that certain conditions have been met. Specifically, prior to the expiration of the three-year term, Lessee must demonstrate to the Mineral Board by convincing evidence that: 1) the lease is included, or Lessee has made, and will continue to make, a good faith application for inclusion of the lease, within a unit already formed under R.S. 30:5 for a secondary or tertiary recovery project, and 2) bona fide secondary or tertiary recovery operations within the unit have already begun. If the Mineral Board determines that the Lessee has met its burden of proof regarding the required conditions set forth herein above, the Mineral Board shall extend the primary term of this lease by two additional years through an acknowledgment resolution having the effect of a lease amendment. Thereafter, this lease may be maintained under its terms and provisions as if the primary term had originally been five years.

3. If actual drilling operations are not commenced hereunder on the leased premises in good faith on or before one year from the date hereof, this lease shall then terminate unless Lessee on or before the expiration of that period shall pay or tender to the Lessor the sum of ^^ Dollars (hereinafter called "rental") which shall not be less than one-half of the above cash payment and which shall extend for twelve (12) months the time within which drilling operations may be commenced. Thereafter, annually, in like manner and upon like payments or



tenders, all of Lessee's rights hereunder may be maintained without actual drilling operations for successive periods of twelve (12) months each during the primary term. Payment or tender of rental may be made by check or draft of Lessee made payable to the order of Lessor and delivered or mailed by registered mail to the Lessor on or before the rental paying date.

4.(a) If on any rental paying date actual drilling operations are being conducted on or production in paying quantities is being obtained from the leased premises, no rental shall be due for the annual rental period then commencing; if actual drilling operations be abandoned at any time within a period of ninety (90) days prior to any rental paying date or if production ceases within such ninety (90) days, Lessee shall have a period of ninety (90) days after the date of such abandonment of operations or cessation of production within which to commence or resume production, commence actual drilling operations on the leased premises, or make the rental payment, and the commencement or resumption of production, commencement of such operations, or payment of rental within the ninety (90) day period shall have the same effect as though resumed, commenced, or paid on or before the rental paying date.

(b) If at the expiration of the primary term oil, gas or other liquid or gaseous mineral is not being produced hereunder but on or before that date (or on or before the end of ninety (90) days following cessation of production or abandonment of a well, if a well be abandoned or production should cease within ninety (90) days prior to the expiration of the primary term) Lessee commences actual drilling or reworking operations on the leased premises in an effort to make the premises produce any such minerals (or production is commenced or resumed during such ninety (90) day period), then this lease shall continue in force so long as such operations are being conducted in good faith without lapse of more than ninety (90) days between cessation of operations and their recommencement whether on the same well or wells or on a different well or wells successively or so long as the production so commenced or resumed is obtained in paying quantities. If at any time or times after the expiration of the primary term production hereunder should for any reason cease or terminate, Lessee shall have the right at any time within ninety (90) days from cessation of production to resume production or actual drilling or reworking operations in an effort to make the leased premises again produce any of such minerals, in which event this lease shall remain in force so long as such operations are continued as above provided. If as a result of any such operations, oil, gas, or other liquid or gaseous minerals be found and produced or the production of any of them be restored, this lease shall continue in force so long as any of them is produced hereunder in paying quantities or this lease is otherwise being maintained as herein provided.

(c) This lease may be maintained in force by directional drilling operations (deviation from vertical), in which event actual drilling operations shall be considered to have commenced on the leased premises when the drill stem penetrates beneath the surface of the leased premises.

(d) Wherever used in this lease, "actual drilling operations" means actual drilling (commenced by spudding in) of a new well, or the good faith deepening, sidetracking, or the plugging back or attempted recompletion in a separate interval of an existing well (all such operations being commenced by actual downhole operations); and "reworking operations" means reconditioning, cleaning out, or otherwise attempting in good faith to establish, increase, or restore production in an existing well by downhole operations. "Installation of equipment" to complete a well as a producer, as that phrase is used herein, shall not include the installation of flow lines or other surface facilities of any kind whatsoever needed to produce the well, but refers to that equipment necessary to maintain downhole completion activity. Once commenced, any such operations shall be deemed to continue so long as they are conducted in good faith without lapse of more than ninety (90) days. Actual drilling operations shall be deemed to terminate on the last day actual operations of any kind, such as drilling, testing, or installation of equipment are conducted in good faith for the purpose of attempting to discover minerals or to complete a well as a producer. Reworking operations shall be deemed to terminate on the last day such operations are conducted in good faith for the purpose of establishing, increasing, or restoring production. "Paying Quantities" as used in this lease means paying quantities as defined by Article 124 of the Louisiana Mineral Code, provided that in addition thereto, and notwithstanding the provisions of Article 125 of said Code, the royalties payable on such production must also be sufficient to constitute a serious or adequate consideration to Lessor to maintain this lease in effect.

5. The obligations set forth in this Article are applicable only to wells drilled on property which is not part of a pooled unit containing all or any portion of the leased property. Such property is hereinafter described in this Article as "adjoining property."

(a) If at any time during or after the primary term there is completed on adjoining property a well located within six hundred and sixty (660) feet of the leased premises (or within any spacing or pooling unit distance greater than 660 feet established by the Commissioner of Conservation) and such well produces oil, gas, or other liquid or gaseous mineral in paying quantities for twenty (20) days (which need not be consecutive) during any period of thirty (30) days, or produces its monthly allowable during such thirty (30) day period, rebuttable presumptions will arise: (1) that the leased premises are thereby being drained; (2) that the leased premises are not being reasonably protected from drainage by any well or wells on the leased premises or land pooled therewith; and (3) that an offsetting well on the leased premises would be economically feasible. If Lessee is the operator of or has a working interest in the adjoining property, Lessee will begin actual drilling operations for a well on the leased premises within ninety (90) days after the end of the above thirty (30) day period. In all other cases Lessee shall be required to begin such operations only within ninety (90) days after receipt of written notice from the Board of the expiration of the above thirty (30) day period. No offset well shall be necessary if, on or before the maturity date of the offset obligation or any deferred maturity date as hereinafter provided, any of the stated presumptions is rebutted or a unit for the well in question embracing all of part of the leased premises is formed by agreement with the Board or by order of the Commissioner of Conservation.

In lieu of commencing operations for an offset well as above provided, Lessee may, at Lessee's option, commence compensatory payments equal to the royalties herein provided, computed on one-half (1/2) of the oil, gas, or other liquid or gaseous mineral produced by the well in question on and after the date operations would have otherwise been commenced, value to be determined in accordance with the provisions of Article 6 of this lease. Such payments may be commenced on or before sixty (60) days after the date operations would otherwise have been commenced, but shall include any accrued compensatory payments. Thereafter, payments shall be due monthly in accordance with Article 6(g). Lessee shall not be in default in either commencing compensatory payments or in making further payments as above provided if despite due diligence Lessee is unable timely to obtain the production information on which such payments are to be based. In any such case, however, Lessee must on or before the due date of the payments, notify the Board in writing of Lessee's inability to make such payment, the reasons therefor, and Lessee's intent to make such payment at the earliest reasonable time. Compensatory payments may be continued, at Lessee's discretion, for not more than one year from the date on which offset operations would otherwise have been commenced. At the end of that time, or within thirty (30) days from the end of any lesser period for which payments are made,

Lessee shall comply with this offset obligation if the producing well continues to produce in paying quantities or to produce its allowable and the other conditions making this obligation operative are existent. The right to make compensatory payments is intended to permit Lessee to evaluate further the producing well, and the making of such payments shall not of itself be sufficient to maintain this lease if the lease is not otherwise being maintained in force and effect; however, the making of any such payments shall not prejudice Lessee's right to rebut any of the above enumerated presumptions.

(b) In addition to the specific offset drilling obligation above provided, Lessee agrees to drill any and all wells necessary to protect the leased premises from drainage of oil, gas, or other liquid or gaseous mineral by a well or wells on adjoining property or to take any other steps reasonably necessary to protect the leased premises against such drainage, including, but not limited to, obtaining the formation of appropriate drilling or production units. If Lessee is the operator of or has a working interest in any well on adjoining property. Lessee shall be obligated to begin actual drilling operations for a well on the leased premises or to take such other steps as may be reasonable necessary to protect the leased premises within ninety (90) days from the time lessee knows or reasonably should know that drainage is occurring. In all other cases Lessee shall be obligated to begin such operations or take such other steps only within ninety (90) days after receipt of written notice from the Board.

(c) In those instances in which notice is expressly required under paragraph (a) or (b), above, damages, if due, shall be computed only from the date on which notice is received or, if Lessee commences compensatory payments, the date on which such payments are discontinued. In those instances in which there is no requirement of notice under (a) or (b), above, damages, if due, shall be computed from the time Lessee knew or reasonably should have known drainage was occurring. Written notice containing a demand for performance shall be necessary as a prerequisite to any action for cancellation of the lease by Lessor for nonperformance of any obligations of Lessee to protect the leased premises against drainage.

6. Unless Lessor elect to take in kind all or any part of the portion due lessor as royalty on minerals produced and saved hereunder, which option is hereby expressly reserved by Lessor pursuant to L.R.S. 30:127 C and which is to be exercised by written notice by Lessor to Lessee at any time and from time to time while this lease is in effect and either prior or subsequent to acceptance by Lessor of royalties other than in kind, it being understood that nothing contained in this lease shall ever be interpreted as limiting or waiving said option, Lessee shall pay to Lessor as royalty:

(a) <sup>^</sup>of the value, as hereinafter provided, of all oil, including condensate or other liquid mineral, produced and saved or utilized by methods considered ordinary production methods at the time of production. The value of such oil shall not be less than the average price for oil of like grade and quality posted for the field in which this lease is situated. If there is no price posted for the field in which this lease is situated, the value of such oil shall be not less than the average of prices posted for oil of like grade and quality for the three fields nearest to the field in which this lease is situated for which such prices are posted. If Lessee enters into an oil sales contract which, at the time of execution, provides for a price equal to or in excess of the appropriate average price referred to in the two preceding sentences, the price payable under the terms of the contract at the time such oil is run shall be the value of such oil, even though the appropriate average changes during the life of the contract; however, any such contract must have been prudently negotiated under the circumstances existing at the time of execution. If Lessee is unable, after diligent effort, to sell such oil for a price equal to or in excess of the appropriate average price and Lessee consequently negotiates a contract to sell such oil to an independent party at a lesser price, the value of such oil for the duration of any such contract (but not in excess of one year) shall be the price received by Lessee under such contract.

Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a production function or facility at the time such oil is run. Without limiting the foregoing sentence and without regard to classification as production costs, or otherwise, the following costs are not to be deducted from the value of production: (1) costs incurred for gathering or transporting production in the field; (2) costs incurred for handling, treating, separating, or in any way processing production to make it marketable by methods considered ordinary at the time such oil is run; and (3) the cost of storage on the lease or in the field. The performance of any producing function or any function mentioned in clauses (2) and (3) of the foregoing sentence at a commingled facility in or outside the field in which this lease is situated shall not make the cost of any such function deductible.

If Lessee delivers such oil at a point outside the field in which this lease is situated, Lessee may deduct from the value of such oil the actual costs of transportation from the field to the point of delivery by means of facilities belonging to an independent party. If such transportation is by means of facilities owned by one other than an independent party, Lessee may deduct the actual cost of such transportation, but only if such cost is no greater than the fair value of the services performed; if actual cost is greater than fair value, the fair value shall determine the amount deductible; however, if the facilities used are regulated as a common carrier by a state or federal regulatory agency, the authorized tariff chargeable for the services rendered and paid by Lessee shall be deemed the fair value of such services. If such transportation is by means of any facilities owned by Lessee, Lessee may deduct from the value of production a reasonable sum for such services, computed as follows: the amount deductible shall include only (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

If Lessee receives any compensation for any function or process for which Lessee is responsible to Lessor without right to deduct costs, including, but not limited to, (1) handling, gathering, or transporting such oil, or (2) treating or processing such oil by ordinary methods to make it marketable, the amount of such compensation shall be added to the value of such oil when computing royalties. If Lessee is deducting costs for any functions for which he is also receiving compensation, deductions may be made only to the extent they are in excess of any such compensation.

(b) <sup>^</sup> of the value as hereinafter provided, of all gas, including casinghead gas, produced and saved or utilized by methods considered as ordinary production methods at the time of production. When such gas is sold by Lessee to an independent party under an arms' length contract prudently negotiated under the facts and circumstances existing at the time of its execution, the value of such gas and of gas utilized by Lessee shall be the price received by Lessee for such gas under the contract. If the purchaser is not an independent party but the contract would have been considered prudently negotiated under the facts and circumstances existing at the time of its execution if made with an independent party, then the value of the gas shall be the price received by Lessee under the contract; if the contract would not have been considered prudently negotiated if made with an independent party, the value of such gas shall be its fair value at the time of



production but not less than the average of the prices paid for gas of like kind and quality from the field from which such gas is being produced, or if no gas is being sold from that field, the average of prices paid for gas of like kind and quality in the three nearest fields in which gas of like kind and quality is being sold, all comparisons to be with contracts made in the same market (either interstate or intrastate) and for the sale of similar quantities of gas. In all other cases the value of such gas shall be the average stated in the last clause of the preceding sentence.

Except as expressly permitted herein, Lessee shall not make any deduction whatsoever for the cost of any operation, process, facility, or other item considered to be a producing function at the time such gas is produced. Without limiting the foregoing sentence and without regard to classification as production costs or otherwise, the following costs are not to be deducted from the value of production: (1) costs incurred for gathering or transporting production in the field; or (2) costs incurred for dehydrating, decontaminating, or in any way processing production to make it marketable by methods considered ordinary at the time such gas is produced. The performance of any producing function or any function mentioned in clause (2) of the foregoing sentence at a commingled facility in or outside the field in which this lease is situated shall not make the cost of any such function deductible. Without regard to classification as production costs or otherwise, Lessee may deduct costs incurred for compression of gas at a point in or adjacent to the field for insertion into a purchaser's line or into a line owned by Lessee or a carrier for transportation to a point of delivery outside the field.

If Lessee delivers such gas at a point outside the field in which this lease is situated, Lessee may deduct from the value of such gas a reasonable sum for transportation from the field to the point of delivery by means of facilities belonging to an independent party, not in excess of actual cost. If such transportation is by means of facilities owned by one other than an independent party, Lessee may deduct the actual cost of such transportation, but only if such cost is no greater than the fair value of the services performed; if actual cost is greater than fair value, the fair value shall determine the amount to be deducted. If such transportation is by means of any facilities owned by lessee, lessee may deduct from the value of production a reasonable sum for such services, computed as follows: the amount deductible shall include only (1) the direct cost of operation and maintenance, including cost of labor, direct supervision, fuel, supplies, ordinary repairs, and ad valorem taxes; and (2) depreciation of the facility computed over the estimated life of the field.

If Lessee receives any compensation for any function or process for which Lessee is responsible to Lessor without right to deduct costs, including but not limited to, (1) gathering or transporting such gas or (2) dehydrating, decontaminating, or in any way processing production to make it marketable, the amount of such compensation shall be added to the value of such gas when computing royalties. If Lessee is deducting costs for any functions for which he is also receiving compensation, deductions may be made only to the extent they are in excess of any such compensation.

(c) In addition to the separation of condensate or other liquid mineral from gas by ordinary production methods (as to which Lessor shall receive royalties above provided and for which separation no charge may be made by Lessee), gas produced hereunder, including casinghead gas, may be processed in a gasoline or other extraction plant in or serving the field, and products may be recovered therefrom either directly by Lessee or under contracts executed by Lessee. If Lessee enters into a contract for the processing of gas with an independent party or parties under which such party or parties retain in kind a portion of the products recovered from or attributed to such gas as consideration for processing, Lessee shall pay the royalty provided for gas in paragraph 6(b) based on the value, as hereinafter determined, of Lessee's share of such products under such contract. In all other cases Lessee shall pay the royalty provided for gas in paragraph 6(b) based on the value, as hereinafter determined, of the total products recovered, after deducting therefrom the costs of processing as specified below.

The value of such products (or Lessee's share thereof) in the cases above provided shall be the price or prices received by Lessee if sold under a contract or contracts prudently negotiated under the facts and circumstances existing at the time of execution with an independent party or parties. If such products are not sold to an independent party but are sold under a contract which would have been considered prudently negotiated if executed with an independent party, the value of such products (or Lessee's share thereof) shall be the price or prices received by Lessee. If such products are not sold to an independent party under a prudently negotiated contract or are sold to one other than an independent party under a contract which would not have been considered prudently negotiated if executed with an independent party, the value of the products shall be their fair market value at the plant at the time sold. The value of any such products (or Lessee's share thereof) not sold under any contracts shall be the fair market value at the plant for such products, or if no products are being sold at the plant, the average of the market values for like products of the same grade and quality at the three nearest plants at which such products are being sold.

When the cost of processing is not met by retention by the processor of a share of the products or in any other case in which Lessee is to deduct from the value of such products the cost of processing, the charges shall be determined as follows. If the gas is processed by an independent party or parties under a contract prudently negotiated under the facts and circumstances existing at the time of execution, the charges deducted shall be those provided in such contract. In all other cases, including processing by those other than an independent party or parties and those in which Lessee itself or in conjunction with others owns the plant, the charges should be determined by contract between Lessee and Lessor. In the absence of such a contract the charges to be deducted shall include only the proportionate part of (1) the direct cost of operating and maintaining the plant, computed annually, including cost of labor and on-site supervision, materials, supplies, and ordinary repairs; (2) plant fuel and shrinkage; (3) depreciation of the plant computed over the life or lives of the field or fields served by the plant, or by such other method as is agreed upon by Lessor and Lessee; and (4) ad valorem taxes.

In all of the cases provided for in this paragraph, Lessor shall be entitled to the royalty for gas provided in paragraph (b) of this Article based on the value of Lessee's share of the residue gas sold or otherwise disposed of after processing.

(d)(i) If at any time or times (during or after the primary term) there is on the leased premises a well or wells capable of producing gas in paying quantities, which fact has been duly verified and confirmed in accordance with Lessor's requirements for proof thereof, but gas is not being used or marketed therefrom because of the lack of a reasonable market or marketing facilities or governmental restrictions and if this lease is not then being otherwise maintained by separate operations or production, this lease shall, nevertheless, remain in full force and effect for a period of ninety (90) days after cessation of such production or such operations or the shutting in of such well. If, on or before the expiration of the ninety (90) day period, production or operations shall not have been commenced or resumed, Lessee, in order to maintain the lease in force thereafter, shall commence semi-annual payments to the Lessor at the rate and in the manner provided



hereinbelow and thereby maintain the lease in full force and effect during the periods covered by such payments; however, if the ninety (90) day period should expire during the first year of the primary term or during any year for which a rental has previously been paid, the initial payment hereunder shall not be required until the next anniversary date of the lease. The first payment, if made, shall be tendered on or before the expiration of the ninety (90) day period or the appropriate anniversary date, as the case may be, and shall maintain this lease for six (6) months, commencing from the expiration of the ninety (90) day period or the anniversary date. Subsequent payments shall be made at six (6) month intervals thereafter (herein referred to as "shut-in payment dates"). Unless additional payment periods are earned as hereinafter provided, Lessee's right to make such payments shall continue for six (6) semi-annual periods (the total of which is herein called "initial payment period"). Each semi-annual payment shall be at the rate of twenty-five dollars (\$50.00) per acre for the number of acres then covered by this lease, but no payment shall be less than five hundred dollars (\$1,000.00). Each payment shall maintain this lease in full force and effect for a period of six (6) months, and during each period for which a payment has been made, it shall be considered that gas is being produced hereunder for all purposes hereof, but especially under the provisions of Articles 2, 4, 7, and 9; however, if the provisions of this paragraph 6(d)(i) are in conflict with those of any other articles hereof, the provisions of this paragraph shall be controlling.

(d)(ii) If at any time or times (during or after the primary term) there is on the leased premises, or off the leased premises, but affecting the leased premises by means of a unit including all or a portion of this leased premises, a well or wells capable of producing oil in commercial quantities, which fact has been duly verified and confirmed in accordance with Lessor's requirements for proof thereof, but oil is not being used, produced, or marketed therefrom because of the lack of a marketing contract after reasonable attempts to secure same, or lack of production or marketing facilities, and if this Lease is not then being otherwise maintained by separate operations or production, this Lease shall, nevertheless, remain in full force and effect for a period of ninety (90) days after cessation of such production or such operations, or the shutting in of such well. If, on or before the expiration of the ninety (90) day period, production or operations shall not have been commenced or resumed, Lessee, in order to maintain the Lease in force thereafter, shall pay one or more semi-annual payments at the rate and in the manner provided herein below and thereby maintain the Lease in full force and effect during the period or periods covered by the payment or payments. If the ninety (90) day period should run during the first year of the primary term or during any year for which a rental has previously been paid or from which a rental has been exempted by drilling or production across an anniversary date, the initial payment hereunder shall not be required until the next anniversary date of the lease. However, if operations or production ceases after the primary term, the first payment shall be made on or before the expiration of the ninety (90) day period and shall maintain this Lease for six (6) months, commencing from the expiration of the ninety (90) day period [Initial Oil Shut-in Period]. Should the securing of a marketing contract or production or marketing facilities not be accomplished during the Initial Oil Shut-in Period and production of oil established, despite diligent effort by Lessee and recognition of such effort on the part of the Lessee by the Board, the Board may grant an additional Oil Shut-in period, or periods, as warranted under the same terms herein stated and for the same consideration as herein below set forth. Failure to make or tender the Oil Shut-in payment on or before an Oil Shut-in payment due date shall terminate this lease.

The initial Oil Shut-in semi-annual shut-in payment, and any subsequent Oil Shut-in payment which may be granted, shall be at the rate of Fifty Dollars (\$50.00) per acre multiplied times the then existing number of acres covered by this lease and being maintained by the shut-in well, but no such payment shall be less than One Thousand Dollars (\$1,000.00). Each payment shall maintain this Lease in full force and effect for a period of six (6) months, and during each period for which a payment has been made, it shall be considered that oil is being produced hereunder for all purposes hereof; however if the provisions of this paragraph are in conflict with those of any other paragraph hereof, the provisions of this paragraph shall be controlling.

If on any Oil Shut-in payment date, actual drilling operations are being conducted on or actual production of oil in paying quantities is being obtained from the lease premises, no Oil Shut-in payment shall be due.

If a subsequent Oil Shut-in payment is denied by Lessor because Lessee has failed to demonstrate sufficiently to Lessor that it is diligently, and in good faith, attempting to remedy the lack of facilities to produce or market the product or obtain a market contract for the product, then on the last day of the previously paid Oil Shut-in period, this lease shall terminate unless it can be maintained under other provisions hereof, including a full rental payment if applicable during the primary term.

If on any shut-in payment date, actual drilling operations are being conducted on or actual production of oil, gas or other liquid or gaseous mineral in paying quantities is being obtained from the leased premises, no shut-in payment shall be due until the next shut-in payment date; however, the running of the initial payment period shall not be suspended or interrupted, and the same shall be true of any extension of that period by additional shut-in periods earned as hereinafter provided.

The initial payment period may be extended in the following manner. Lessee may earn two (2) additional six (6) month shut-in payment periods beyond the initial payment period for each additional well drilled or completed after completion of the shut-in well on which the initial shut-in payment was made (whether such additional wells are dry holes, producers, or shut-in wells). To qualify as a well "completed" after the first shut-in well, the completion must be in another hole, and no more than one completion will be counted for each additional hole regardless of the number of sands in any such hole. The aggregate additional periods (hereinafter referred to as "additional periods") so earned shall not exceed a total of six (6). The first of any additional periods shall commence from the date on which the initial payment period would have expired and the initial payment period, thus extended, shall continue to run from that date, regardless whether Lessee is actually required to make any additional payments. The Board and Lessee may by mutual agreement provide for further six (6) month periods (hereinafter called "further periods") beyond the initial payment period and any extension thereof.

If the end of the initial payment period falls within the primary term of this lease and at a time when there is a remaining rental date which would permit Lessee to maintain this lease by payment of rentals, Lessee may commence or resume the payment of rentals on the next anniversary date of this lease or may maintain this lease by any other means permitted under paragraphs 4(a) and 4(c). If the end of the initial payment period or any extension thereof falls within the last year of the primary term, it shall be considered that production has ceased under the terms of paragraph 4(a), and no rental shall be due for the remainder of the primary term. If the end of the initial payment period, any extension thereof, or any further period falls on or after the expiration date of the primary term and there are no operations or actual production sufficient to maintain this lease under the provisions of paragraphs 4(b) and 4(c), this lease shall terminate.

The provisions of this paragraph shall be applicable to any well with a gas/oil ratio such that the Commissioner of Conservation will not permit its operation without use or sale of the gas.

Tender or acceptance of a shut-in payment or payments shall not free Lessee of any obligation to develop this lease as a prudent operator or to exercise diligent efforts to obtain a market for the gas so discovered.

(e) <sup>^^</sup> of any and all other liquid or gaseous minerals in solution and produced with oil or gas and saved or utilized, which are not specifically mentioned herein, said royalties to be delivered or paid when marketed or utilized as is the accepted practice in such matters.

(f) In all cases, Lessor's royalty shall be calculated and paid after deduction of all severance or production taxes.

(g) The first payment of royalty shall be made within one hundred twenty (120) days following commencement of production from, or allocation of production to the leased premises, except that in the case of any production from or allocable to the leased premises, which has occurred prior to the date of but which is deemed to be covered by this lease, Lessee hereby agrees to pay Lessor's royalty on all such prior production within one hundred twenty (120) days from the date of this lease. Thereafter, royalty on oil, including condensate or other liquid mineral, produced and saved at the well by ordinary production methods shall be paid by the 25th of each month for production of the previous month; and royalty on gas, including liquids or other products extracted or processed from gas other than by ordinary production methods, or other liquid or gaseous mineral not specifically mentioned shall be paid on or before the 25th day of the second month following that in which produced or extracted or processed. In the event any royalty payment is not correctly or timely made, the remedies provided by L.A.R.S. 31:137 through 142 relative to notice, damages, interest, attorney fees, and dissolution shall be applicable, except that interest shall be payable thereon until paid without any requirement for prior written notice by Lessor to Lessee.

(h) For all purposes of this Article 6 "independent party" means a company, firm, or other business unit which is not: (1) a direct part of Lessee's corporate or other business structure; (2) a wholly owned or actually controlled subsidiary corporation or other business unit of Lessee; (3) a parent corporation of Lessee; or (4) a wholly owned or actually controlled subsidiary of Lessee's parent corporation.

7. (a) Lessee may surrender all or any portion or portions of the leased premises at any time this lease is in effect and thereby be relieved of all obligations thereafter accruing under this lease as to the portions surrendered; however, no partial release or surrender shall reduce or otherwise affect the amount of rentals provided for in Article 3 of this lease. Nor shall any release of the lease, in whole or in part, relieve original Lessee or any of its successors or assigns of any obligations to plug and abandon wells, clean up the well or production site, or any other obligations arising under Commissioner of Conservation rulings or regulations pertaining to the status of well sites.

(b) In the event of initial cancellation or forfeiture of this lease Lessee may retain forty (40) acres around each well capable of or producing oil and one hundred sixty (160) acres around each well producing gas and around each shut-in well capable of producing gas in paying quantities (including wells drilled under this lease by directional drilling). If any well is then being worked on or being drilled, Lessee shall have the right to complete such operations, and in the event any such operations result in completion of a well capable of producing oil or gas in paying quantities, Lessee may retain acreage around each such well as above provided. Retained acreage around any well shall form as near a square tract as is practical. If any acreage covered by this lease shall have been included in a unit established by the Commissioner of Conservation, or by conventional agreement, or if any such acreage shall have been assigned to a producing or shut-in well under statewide allowable orders of the Commissioner and such acreage is actually being drained by the well or would be drained by it if the well were produced, Lessee may retain all the acreage included in such unit or units or so assigned for allowable purposes. Thereafter, each area so retained by Lessee shall be subject to the terms of this lease as regards future maintenance thereof.

(c) Within ninety (90) days after expiration or termination by its own terms of this lease or any portion thereof, either during or after the primary term hereof, Lessee shall execute and record an appropriate release evidencing such expiration or termination, and shall also supply Lessor with a copy or copies thereof properly certified by the recorder or recorders of the parish or parishes in which the leased premises are located. In the event Lessee fails to timely comply therewith, Lessee shall be liable for reasonable attorney fees and court costs incurred in bringing suit for such cancellation, and for all damages resulting therefrom. It is agreed, however, that damages to be paid by Lessee to Lessor shall be One Hundred Dollars (\$100.00) per day for each day of non-compliance after expiration of said ninety (90) day period, regardless of whether suit is filed for cancellation, and for such additional compensatory damages as Lessor may prove. Lessee, its successors or assigns, hereby waives any further notice of default or otherwise and confesses judgment as regards the liquidated damages accruing as herein set forth.

8. It is further agreed and understood that the rights of Lessee may be assigned or transferred in whole or in part, but no transfer or assignment whether in whole or in part, in relation to this lease shall be valid unless such transfer or assignment be approved by the Lessor.

9. Lessee may, with the consent and approval of Lessor pool or combine the acreage covered by this lease (or any portion thereof) with any other property, lease, or leases (or portions thereof). Operations on or production of minerals from, or the existence of a shut-in gas well on, any portion of a unit, including units created by the Commissioner of Conservation or by conventional agreement, in which all or any part of the leased premises is embraced shall have the same effect under the terms of this lease as if it had occurred on the leased premises.

10. Should Lessee apply or give notice of intent to apply to the Commissioner of Conservation for the creation of any unit or units which would include all or any portion of the leased premises. Lessee shall furnish Lessor with a copy of the notice or application, each accompanying unit plat, and all other attached information either at the time the application is filed with the Commissioner or at the time required by applicable orders or regulations of the commissioner for furnishing such information to any parties entitled to receive it, whichever is earlier. If a unit or units including all or any part of the leased premises are created by order of the Commissioner, Lessee shall submit to Lessor a survey plat of each unit or units so created.

11. Upon request by Lessor, Lessee shall furnish Lessor any or all of the following types of data relating to wells drilled on the leased premises or lands pooled therewith: (1) all wire line surveys in open or cased holes, including, but not limited to, all electrical and radio activity logs, porosity logs of all types and directional surveys; (2) core descriptions of both sidewall samples and conventional cores; (3) drill stem and production test data; (4) daily drilling reports to be supplied weekly; and (5) production data, current and cumulative, including oil, gas and water production, surface and subsurface pressures. Lessee shall also furnish Lessor with any other information and



data requested by Lessor to keep Lessor fully informed that Lessee is complying with the provisions of this Lease in good faith, and developing and operating the leased premises as a reasonably prudent operator for the mutual benefit of Lessor and Lessee. Any information furnished by Lessee to Lessor or otherwise examined and studied by Lessor shall be retained in confidence. Nothing in this Article shall require that Lessee furnish or permit inspection of any interpretation of any of the types of data referred to above, and nothing herein shall be construed as requiring Lessee to secure any such data solely for the purposes of this Article. Lessor's representatives shall have access at all reasonable times to examine and inspect Lessee's records and operations pertaining to the leased premises or lands pooled therewith.

12. Lessee shall be obligated to plug and abandon all wells on the premises no longer necessary for operations or production on this lease, and to remove from the premises all structures and facilities serving said wells, all at Lessee's sole risk, cost and expense and subject to compliance with laws, rules and regulations. Failure of Lessee to do so within a reasonable time shall subject Lessee to and make Lessee liable for any and all costs or expenses of any kind incurred by the State for removing said facilities, but in no instance shall title to or ownership of said facilities automatically vest in or transfer to the State nor shall said facilities be deemed "improvements" to the leased premises for purposes of vesting title in same to the State. Prior to the date of first production from any site on this lease, Lessee shall create or cause to be created, under the direction of the Commissioner of Conservation pursuant to the Memorandum of Understanding among the Department of Natural Resources, the Commissioner of Conservation and the State Mineral and Energy Board dated August 8, 1995, a Site Specific Trust Account to be funded in a manner satisfactory to the Commissioner of Conservation in accordance with the rules and regulations promulgated under L.R.S. 30:80, et seq. The Site Specific Trust Account shall be reassessed and, if necessary, modified by the Secretary of the Department of Natural Resources and the Commissioner of Conservation prior to the date of first production of each additional well. In connection therewith, the right of Lessee to draw and remove casing from wells and to further remove any facilities no longer utilized in the operations or production on this lease is recognized, provided such right is exercised by Lessee not later than one year after termination of this lease or portion thereof on which the well is located. If such right of salvage is not timely exercised, Lessee shall be subject to and liable for any costs or expenses of any kind incurred by the State in removing or disposing of casing or other facilities, but under no circumstances shall title to said salvage transfer to or vest in the State nor shall it be forfeited by Lessee to the State. In addition to restoration of the leased premises as contemplated and required by this lease, Lessee shall be responsible for all damages to the leased premises, and in addition and without limitation for all damages to any timber, crops, roads, buildings, fences, and other improvements thereon. Lessee shall furnish bond as may be required at any time or times by Lessor, or such other security in lieu thereof as may be acceptable to Lessor, conditioned upon faithful performance of such obligations. In connection therewith, the right of Lessee to draw and remove casing from wells is recognized, provided such right is exercised by Lessee not later than one year after termination of this lease or portion thereof on which the well is located. If such right of salvage is not timely exercised, then the same shall be forfeited and said casing shall become the property of Lessor. In addition to restoration of the leased premises as contemplated and required by this lease, Lessee shall be responsible for all damages to the leased premises, and in addition thereto and without limitation for all damages to any timber, crops, roads, buildings, fences and other improvements thereon.

13. "If at any time this Lease is being validly maintained under any of its provisions and Lessee is in the process of either: A) commencing lease operations which are herein defined as spudding a well [turning-to-the-right], downhole drilling, or downhole reworking operations, or B) diligently, timely and in good faith performing requisite tasks to commence lease operations including, but not necessarily limited to, towing the required type of rig to a drill site, obtaining permitting from all necessary parties, or satisfying conditions and obligations under any validly enacted law, statute or regulation of an agency of the Federal Government, the State of Louisiana or any of its political subdivisions having proper jurisdiction, or C) producing in commercial quantities, and Lessee is prevented from continuing A, B, or C by the occurrence of a Force Majeure event, as herein below defined, and Lessee cannot maintain this Lease beyond any critical date under any other operative provisions of this Lease — such as the payment of a pro-rata rental based on the number of months remaining until the next anniversary date divided by twelve (12) and/or the full rental for a year if the force majeure effect prevails for an entire rental period [all during the primary term of the lease and only where rental payments may hold the lease], payment of deferred development or payment of shut-in/in-lieu royalty — then, and only then, shall the critical date be postponed on a day-for-day basis for so long as the effects of the Force Majeure prevail, providing that Lessee: i) has given the Office of Mineral Resources reasonable, timely written notice of the Force Majeure event occurrence [notice given beyond three months shall be deemed unreasonable barring consequential extenuating circumstances] which shall contain the date and type of the occurrence of the Force Majeure event, its effects in preventing continuation of A, B, or C above, the steps being taken to mitigate and eliminate those effects and an estimated time for resuming of A, B, or C above, and ii) is diligently, reasonably and in good faith attempting to mitigate and eliminate the effects of the fortuitous event and resume A, B, or C above, and iii) has exhausted Lease provisions other than Force Majeure which may serve to maintain the Lease in full force and effect. The interpretation and operation of any term of this Force Majeure clause is at the sole, reasonable discretion of the Mineral Board and/or its duly authorized staff. The operation of Force Majeure alone shall not maintain this Lease in full force and effect for more than one year from date of the fortuitous event unless extended by, and at the sole discretion of, the State Mineral and Energy Board.

Force Majeure, as herein utilized shall be defined as a fortuitous event such as: 1) a major storm, major flood, or other, similar natural disaster, or 2) a major accident such as a blowout, fire, or explosion beyond Lessee's control and not ultimately found to be the fault of Lessee [that is, due to Lessee's negligent or intentional commission or omission, or failure to take reasonable and timely, foreseeable preventative measures which would have mitigated or negated the effects of the fortuitous event], or 3) the lack of availability of any required equipment — such as the specific type of rig necessary to accomplish the task or specific types of casing or drill stem pipe — after Lessee has diligently, timely and in good faith attempted to secure same, or 4) the unreasonable delay by the Federal Government or any of its agencies, or the State of Louisiana or any of its agencies or political subdivisions (including, but not limited to, various departments, boards, commissions, parish governments and municipalities, each having proper authority and jurisdiction) in granting necessary permits, or 5) a valid order of any Federal or State court of competent jurisdiction, or 6) the act of a third party not under the control or at the instigation of Lessee in shutting down and unreasonably refusing to reopen any facility through which hydrocarbons from the Lease are necessarily passed as part of production [and providing there is no other reasonably economical method of carrying on production]".

14. If on the date of this lease all or any portion of the leased premises is included in a unit established by order of the Commissioner of Conservation, Lessee agrees to pay royalty on all oil, gas or other liquid or gaseous mineral produced and saved or utilized and attributable to the leased premises from the date of such unit regardless whether all development and operating costs chargeable to the leased premises have been paid.

15. Lessee hereby agrees to indemnify, hold harmless and defend Lessor against any and all claims, demands or suits for bodily injury, death, property damage or loss of any kind by Lessee or Lessee's employees, agents, subcontractors and their employees or agents and by any third parties which arise out of or result from or which are in any way connected with Lessee's operations, whether resulting from the sole or concurrent negligence of Lessor, Lessee or other parties operating hereunder.

16. In all suits arising out of this contract, the parties hereto agree that Louisiana Law shall govern, and that the state courts of Louisiana shall be the proper forum, unless such suit is required to be filed in or is removed to any federal court in this state.

17. Notwithstanding any provisions to the contrary in this Lease, this Lease is granted and accepted without any warranty of title and without any recourse against Lessor whatsoever, either expressed or implied. It is expressly agreed that the Lessor shall not be required to return any payments received hereunder or be otherwise responsible to Lessee therefor.

18. In the event of any bona fide dispute or litigation involving Lessor's ownership or title to any portion of the leased premises, Lessee agrees to promptly notify Lessor in writing of the nature of said adverse claim in reasonable detail, identifying the adverse claimant, and the basis and extent of Lessee's accountability to said adverse claimant for any oil, gas or other liquid or gaseous mineral produced from or attributable to such portion of the leased premises. Pending final and definitive adjudication or other settlement of said title dispute or litigation the royalties payable hereunder on oil, gas or other liquid or gaseous mineral produced from or attributable to only such portion of the leased premises may be reduced by Lessee, with prior written consent of Lessor, to one-half (1/2) of the royalties on production of said minerals herein elsewhere stipulated, but not below the minimum royalties of one-eighth (1/8th) on said minerals as required by L.R.S. 30:127, said reduced royalties on said minerals to be computed and paid or delivered to Lessor in the same manner as the royalties on said minerals herein elsewhere stipulated. Pending final and definitive adjudication or other settlement of said dispute or litigation, Lessee shall pay or deliver and Lessor shall accept said reduced royalties on production of said minerals as full payment of all royalties due hereunder on production of said minerals from said portion of the leased premises; and, Lessee shall have no right to suspend, fail to pay or recover said reduced royalties on production of said minerals. When said title dispute or litigation shall be finally resolved, whether by final and definitive judgment of court or other settlement, then the payment or delivery of said reduced royalties on production of said minerals shall cease, effective as of the effective date of said final and definitive adjudication or other settlement; and, from and after the effective date thereof, but not retroactively, royalties on said production of said minerals shall be paid or delivered in accordance with said final and definitive adjudication or other settlement and pursuant to the other provisions of this lease. All of the foregoing provisions of this paragraph are subject to Lessee's right to release as otherwise provided in this lease.

19. This lease is subject to the provisions of La. R.S. 30:127(G), and access by the public to public waterways through the state lands covered by the lease shall be maintained and preserved for the public by the lessee.

20. In addition to all other audit rights otherwise set forth in this lease or required by the law, the State Mineral and Energy Board and its staff shall have the same audit rights which the United States of America would have under 30 U.S.C. 1713(a) and under State of Louisiana Act 449 of 2005 Regular Session, and that both provisions may be applied retroactively.

21. To the extent that this lease contains any "acreage retention" clause or clauses, lessee may not retain acreage where the state has been successful in obtaining a final, unappealable judgment dissolving the lease for reasons other than non-development.

22. Lessor and Lessee herein agree that, so long as it remains in full force and effect, this lease is deemed an executory contract and an unexpired lease within the meaning of Section 365 of the United States Bankruptcy Code.

23. Deferred Development

Notwithstanding anything to the contrary herein contained, it is understood and agreed that in the event during the primary term of this Lease, or within one (1) year thereafter (if the lease is then in force and effect), a portion of the property covered hereby is integrated and included or placed by itself or with other lands in a pooled or combined unit, whether by order of a governmental agency or by conventional contract, then unit drilling operations or unit reworking operations or unit production from a well situated on lands or property embraced in such unit or units (hereinafter collectively called "unitized operations"), shall serve to maintain this Lease in force and effect as to the entirety of the leased premises, subject however to the following express requirements in lieu of reasonable development of the "outside acreage", as hereinafter defined, which is not otherwise maintained under the terms of this Lease all as set out more completely hereinbelow in this Paragraph 23. If on the anniversary date of the Lease next ensuing after the commencement of unitized operations (or if the first date of unitized operations is less than 90 days prior to the anniversary date, then on the expiration of 90 days after such first date of unitized operations) the Lease is not being maintained under its terms by means other than unitized operations, the Lease shall terminate on said anniversary date (or at the end of said 90 day period, as the case may be) as to all outside acreage unless on or before said anniversary date (or the end of said 90 day period, as the case may be) Lessee pays or tenders to Lessor, as a deferred development payment, a sum of money equal to one-half of the rate per acre of the cash payment paid for the Lease multiplied by the number of acres then comprising the outside acreage, which tender or payment shall maintain this Lease in effect as to such outside acreage not otherwise maintained under the terms of the Lease until the next ensuing anniversary date. By similar tender or payment of a deferred development payment on or before each succeeding anniversary date this Lease may so be maintained in force during the remainder of the primary term (if any) and for two years thereafter as to such outside acreage. After the expiration of the periods during which the Lease may be maintained by deferred development payments as above provided, if this Lease at any time is not being maintained in effect by other than unitized operations, it shall terminate as to all outside acreage not otherwise so maintained under the provisions of this Lease, provided that if a unit or units are created after the expiration or said periods the effect of which is to convert non-unitized operations as hereinafter defined, into unitized operations, it shall be regarded for all purposes of this Lease as though there had been on the effective date of such unit or units a cessation of production on the outside acreage. If at any time during the primary term of the Lease or within one year thereafter there is a cessation of all non-unitized operations as hereinafter defined, whether same occurs as the result of the actual cessation of such operations or as the result of non-unitized operations being converted into unitized operations, then Lessee, in lieu of resuming non-unitized operations as provided in this Lease, may elect to maintain the Lease in effect as to the outside acreage by tendering or paying a deferred development payment, computed as hereinabove provided, on the next ensuing anniversary date of this Lease (or within 90 days from the cessation of non-unitized

operations if such cessation should occur less than 90 days prior to such anniversary date). If at any time during the second year after the primary term of the Lease, there is a cessation of non-unitized operations as hereinafter defined, whether same occurs as the result of the actual cessation of such operations or as the result of non-unitized operations being converted into unitized operations, then the entire Lease shall nevertheless remain in effect until the next ensuing anniversary date.

Nothing contained in this Paragraph 23 is intended to create nor shall have the effect of creating several or separate leases, or in any manner to extend, increase or limit the obligation of Lessee to protect the leased premises from drainage as stated in the Lease, or otherwise. If at any time, either during the primary term of the Lease or the limited extension of the Lease beyond its primary term as provided above in this Paragraph 23, as to the outside acreage not otherwise held under the terms hereof, Lessee conducts non-unit drilling operations or non-unit reworking operations or obtains non-unit production from the leased premises (collectively defined as "non-unitized operations"), then the provisions of this paragraph shall not thereafter apply so long as said non-unitized operations shall continue.

The provisions of this Paragraph 23 shall also be applicable to a unitized shut-in gas well, but in this event, the annual deferred development payment shall be reduced by deducting therefrom the amount of shut-in gas well payments paid, if any, during the same period under Paragraph 6 of the Lease which is applicable to the acreage on which the deferred development payment is applicable. The provisions of this paragraph shall also apply to any unit, ordered or created, which wholly underlies the property covered by this lease.

For purposes of this paragraph the following definitions shall apply:

(a) The term "anniversary date" shall mean the date of this Lease and the same date of each next ensuing year or years.

(b) The term "outside acreage" shall mean all of the leased premises, except any portion(s) thereof included in a unit or units on which unitized operations are being conducted.

24. Environmental and Other Considerations

Lessee hereby agrees, as one of the obligations of this lease, that in exercising the rights granted it under the Lease, it will comply with and be subject to all applicable environmental and other laws and regulations validly adopted or issued by the State of Louisiana, or its agencies, or by the United States, or its agencies. Lessee further agrees that it will comply with all minimum water quality standards validly adopted by said governmental authorities with respect to oil pollution and noxious chemicals and waste being introduced into affected water areas. Further, in conducting all operations under this Lease requiring dredging, filling, or local navigation in order to explore, develop or exploit shallow-water areas, Lessee shall comply with the applicable requirements of the appropriate Louisiana state agency charged with the environmental management of said area. Finally, it is understood and agreed that on depletion of production or completion of operations under this Lease, the Lessee shall remove all structures which would impede commercial fishing and crawling, including, without limitation, all submerged materials, equipment or debris placed on the leased premises by or for the account of Lessee; and the affected water bottoms shall, to the extent reasonably possible of accomplishment, be returned or restored to a condition as nearly equivalent to that which existed before said operations were conducted and/or structures were constructed. Lessee further agrees that in exercising the rights granted it hereunder and in discharging the obligations undertaken in this lease, involving issuance of advance certifications, permits or approvals, it will allow sufficient lead time in the planning of its activities to permit the affected regulatory agencies to make appropriate review of the proposed operations.

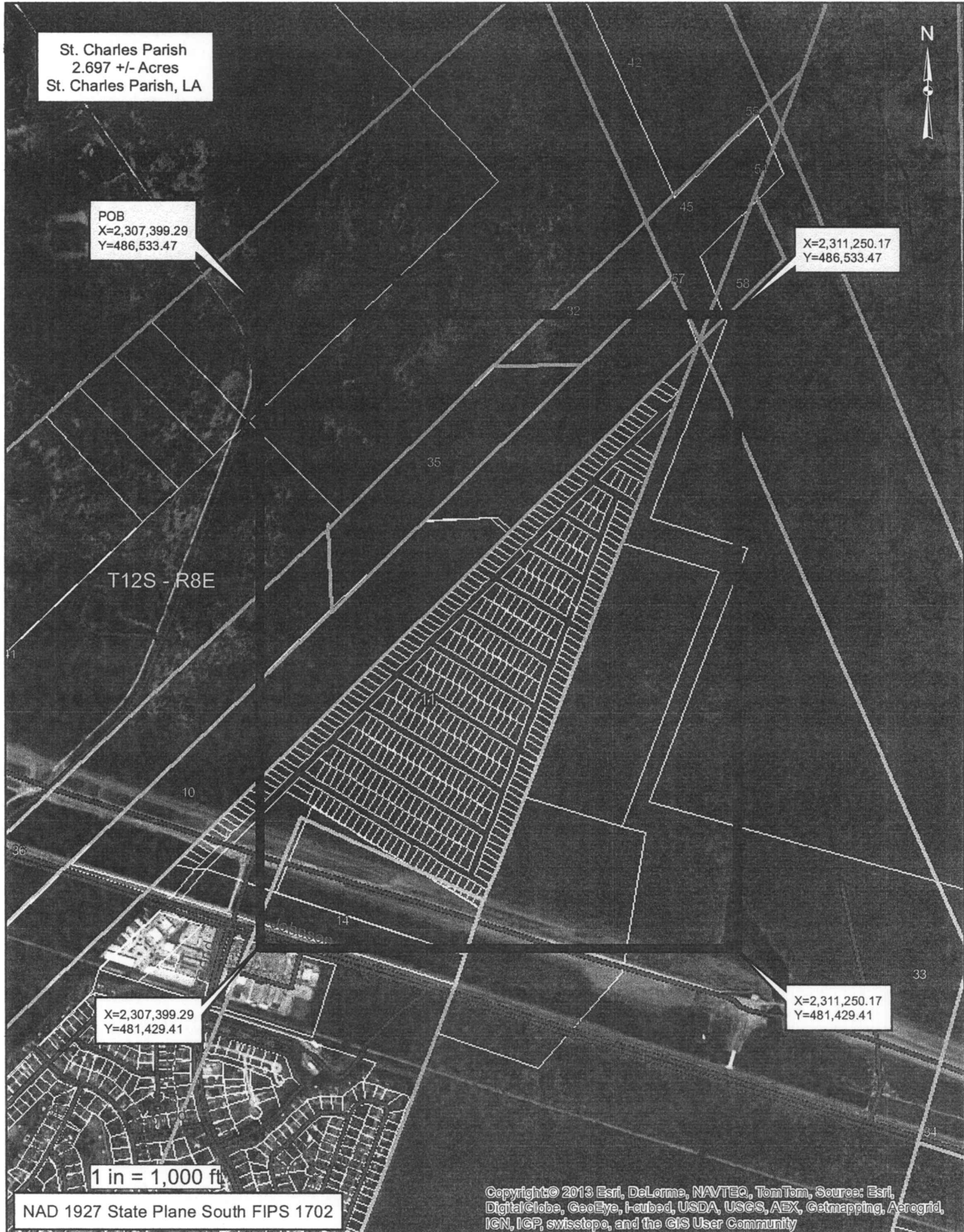
25. Notice

Except in the situations where specific time periods are established for performance, Lessee shall not be in default under the Lease with respect to the violation of any provision of this lease until 30 days after written notice of such violation is received from Lessor, and Lessee has not corrected or commenced to correct such violation.

26. Severability

In the event that any provision of this lease is declared to be illegal or unconstitutional, its nullity shall in no way impair the validity of the Lease or of other portions of the lease not declared illegal or unconstitutional; provided that Lessee shall not directly or indirectly institute or cause to be instituted any action seeking to declare the nullity or the unenforceability of this lease or any part hereof.





**2013-0261**

**INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV**

A resolution requesting that the Public Works Department, through the Parish Administration, provide to the Parish Council a written and oral Special Report explaining why the law, which the Parish Council put in place regarding subdivision inspections needing to be performed prior to the expiration of the warranty period, was not followed with respect to the latest phase of Hidden Oaks Subdivision.

- WHEREAS,** on November 3, 2008, the St. Charles Parish Council adopted Ordinance No. 08-11-2 providing that the Code of Ordinances, Parish of St. Charles be amended by revising APPENDIX C, Section II Subdivision procedure, H. Acceptance of Improvements, 1. Procedure; and,
- WHEREAS,** this ordinance requires the Public Works Department to develop a standard inspection checklist covering each possible warranted item constructed or installed within a new subdivision; and,
- WHEREAS,** the ordinance required that the checklist be used by the Parish during the inspection of the subdivisions with the developer (or its authorized representative) within a 2 week period prior to the end of the warranty period; and,
- WHEREAS,** the ordinance required that the executed checklist be signed by the Parish and the developer on the day of the inspection acknowledging any deficiencies which were found and which are to be addressed by the developer; and ,
- WHEREAS,** that within 5 days following the inspection, the Parish Council shall be forwarded a copy of the completed inspection checklist along with a copy of a Public Works letter formally informing the developer of items to be addressed; and,
- WHEREAS,** the Parish Council did not receive a copy of the completed inspection report therefore correspondence was sent on January 17, 2013, to the Public Works Department Director hereby requesting a copy of the said checklist; and,
- WHEREAS,** on February 22, 2013, the Parish Council still had not received said inspection report therefore prompting a memorandum to be sent to the Parish President requesting the Administration to submit a copy of all records, documents, memos, emails, inspection reports, notes, and the like as required, documenting the Administration's compliance set forth in the inspection ordinance; and,
- WHEREAS,** on April 12, 2013, the requested inspection report was received and noted numerous deficiencies in need of repair prompting correspondence to the Parish President requesting that the developer make repairs; and,
- WHEREAS,** on May 28, 2013, correspondence was received by the Chief Administrative Officer stating that "the Administration remains in the position that the subdivision was in the condition that it is currently in when the Parish assumed ownership and therefore the Administration is not prepared to require the developer to make repairs to the subdivision at this time"; and,
- WHEREAS,** in accordance with Article III, Section A, 7.c.iii., of the Home Rule Charter, the Parish Council may request a Special Report from Parish Officers concerning affairs of their respective Departments; and,
- WHEREAS,** the purpose of this resolution is for the Parish Official, in this case the Public Works Director, through the Administration, to explain to the Council and the taxpayers of this Parish, in both a detailed written and oral special report, as to why the Public Works Department and the Administration did not follow the procedure which the Parish Council put in place regarding subdivision inspections prior to the warranty expiration on a dedicated subdivision, as it relates to latest phase of Hidden Oaks Subdivision; and,
- WHEREAS,** this detailed special report must detail in its entirety, from the adoption of the inspection Ordinance No. 08-11-2, every action of the Public Works Department took with regards to 1) following and enforcing the inspection ordinance or any portion of the ordinance, and/or 2) its failure to follow and/or enforce the inspection ordinance or any portion of the ordinance; and,
- WHEREAS,** the special report shall provide a detailed explanation and timeline with respect to all actions taken by the Department with regards to implementing or not implementing the provisions of the ordinance from its adoption through May 31, 2013; and,
- WHEREAS,** the special report shall present copies of and shall comment on all e-mails sent by Councilman Paul J. Hogan, PE with respect to this item and shall present copies of and shall comment on all e-mails sent by the Administration with respect to this item; and,
- WHEREAS,** the special report shall address the accuracy of information provided in the Administration's e-mails; and,
- WHEREAS,** any discrepancies between information provided by the Administration and contradictory facts are to be addressed and explained; and,



**WHEREAS,** the written special report is to be provided to the Parish Council no later 3:00 PM, August 26, 2013; and,

**WHEREAS,** an oral special report is to be given to the Parish Council at the September 3, 2013 Council meeting under Reports (Finance and Administrative Activities).

**NOW THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby request that the Public Works Department, through the Parish Administration, provide to the Parish Council a written and oral Special Report explaining why the law, which the Parish Council put in place regarding subdivision inspections needing to be performed prior to the expiration of the warranty period, was not followed with respect to the latest phase of Hidden Oaks Subdivision.

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

YEAS: NONE

NAYS: SCHEXNAYDRE, FAUCHEUX, WILSON, WOODRUFF, HOGAN, COCHRAN  
FLETCHER, FISHER-PERRIER

ABSENT: BENEDETTO

PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY  
ON OCTOBER 21, 2013.

2013-0261 Failed 10-21-13 PW Special Report (06-29-13)

**2013-0396**

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

**RESOLUTION NO. 6040**

A resolution providing mandatory supporting authorization to endorse the resubdivision of Tract 1 into Lots 1, 2 and 3 located in Section 118, T13S R20E, addressed as 13801 Old Spanish Trail, Boutte, with a waiver to the requirements that all side lot lines be at right angles to straight street lines, as requested by Cypress Land Development, LLC.

**WHEREAS,** The St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the requirement that all side lot lines shall be at right angles to straight street lines; and,

**WHEREAS,** All proposed lots contain side lot lines that will not be at right angles to Old Spanish Trail; and,

**WHEREAS,** The Planning & Zoning Commission approved said subdivision and forwarded a positive recommendation of said waiver in case number PZS-2013-33.

**NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL,** does hereby provide this supporting resolution for PZS-2013-33, for resubdivision of Tract 1 into Lots 1, 2 and 3 in Section 118, T13S R20E, addressed as 13801 Old Spanish Trail, Boutte, with a waiver to the requirements that all side lot lines be at right angles to straight street lines as requested by Cypress Land Development, LLC.

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

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

And the resolution was declared adopted this 21st day of October, 2013, to become effective five (5) days after publication in the Official Journal.

ACTING CHAIRMAN: \_\_\_\_\_  
 SECRETARY: \_\_\_\_\_  
 DLVD/PARISH PRESIDENT: 10/22/13  
 APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
 PARISH PRESIDENT: VJ St Pierre  
 RETD/SECRETARY: 10/24/13  
 AT: 1:40 pm RECD BY: Dec

**2013-0397**

**INTRODUCED BY: ST. CHARLES PARISH COUNCIL**

**RESOLUTION NO. 6041**

A resolution authorizing the issuance of a Special License to Luling-Boutte Lions Club to conduct a Super Bingo.

**WHEREAS,** Parishes of the State of Louisiana are authorized to issue special licenses for super bingos pursuant to the authority granted by L.R.S. 4861.7; and,

**WHEREAS,** Section II.D. of Ordinance No. 89-4-2 provides that the Parish Council may issue by resolution special licenses for the conduct of bingo sessions at which the total amount of prizes to be awarded shall not exceed twenty-five thousand dollars (\$25,000.00) in cash or other thing(s) of value.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL,** do hereby authorize the issuance of a Special License to Luling-Boutte Lions Club to conduct a Super Bingo on Friday, November 1, 2013, with the total amount of prizes to be awarded not exceeding Fifteen Thousand dollars (\$15,000.00).

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

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

NAYS: NONE

ABSENT: BENEDETTO

And the resolution was declared adopted this 21st day of October, 2013, to become effective five (5) days after publication in the Official Journal.

SuperBingo.Luling-BoutteLions 11-2013

ACTING

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 10/22/13

APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 10/24/13

AT: 1:40 pm RECD BY: [Signature]