



St. Charles Parish

Meeting Minutes

Parish Council

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

Final

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

Monday, October 16, 2017

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

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

Also Present

Legal Services Director Robert Raymond, Chief Administrative Officer Billy Raymond, Executive Director of Procurement, Personnel, and Government Buildings Darrin Duhe, Executive Director of Community Affairs Dwayne LaGrange, Executive Director of Technology and Communications Anthony Ayo, Finance Director Grant Dussom, Public Works/Wastewater Director Clayton Faucheux, Planning & Zoning Director Michael Albert, Public Information Officer Tristan Babin, Economic Development & Tourism Director Corey Faucheux, Animal Control Officer Jena Troxler

CALL TO ORDER

Meeting called to order at 6:01 pm.

PRAYER / PLEDGE

Deacon Billy Raymond, Sr.
Mt. Airy Baptist Church

APPROVAL OF MINUTES

A motion was made by Councilmember Gibbs, seconded by Councilmember Bellock, to approve the minutes from the regular meeting of October 2, 2017. The motion carried by the following vote:

Yea: 7 - Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier
Nay: 0
Absent: 2 - Benedetto and Woodruff

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2017-0328

In Recognition: Chelsey Marie Blank, Festival of Charities Miss Queen XI

Sponsors: Ms. Fletcher

Read

2 2017-0329

In Recognition: Mia Marie Roussel, Festival of Charities Teen Miss Queen XI

Sponsors: Ms. Fisher-Perrier

Read

3 2017-0330

Recognition: Faith Claire Madere, Festival of Charities Junior Miss Queen XI

Sponsors: Ms. Clulee

Read

4 2017-0331

In Recognition: Alysia "Lecy" Marie Cazalot, Festival of Charities Butterfly Queen XI

Sponsors: Mr. Gibbs

Read

5 2017-0334

Proclamation: "Dwarfism Awareness Month"

Sponsors: Mr. Cochran

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2017-0333

South Louisiana Port Commission

Mr. Paul Aucoin, Executive Director

Councilwoman Clulee spoke on the matter.

Mr. Aucoin spoke on the matter.

Reported

2017-0120

Department of Economic Development & Tourism

Economic Development & Tourism Director Corey Faucheux

Councilwoman Fisher-Perrier spoke on the matter.

Mr. Faucheux spoke on the matter.

Chairman Wilson spoke on the matter.

Reported

2017-0335

Parish President Remarks/Report

Sponsors: Mr. Cochran

Report Deferred

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN WILSON 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, IS TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON TUESDAY, OCTOBER 24, 2017, 8:00 A.M.; THURSDAY, OCTOBER 26, 2017, 6:00 P.M.; AND MONDAY, OCTOBER 30, 2017, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2017-0187

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2018.

Sponsors: Mr. Cochran and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on October 24, 2017

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN WILSON 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 13, 2017, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2017-0349

An ordinance to approve and authorize the execution of Change Order No. 4 for the West Regional Library Renovation located at 105 Lakewood Drive in Luling, to decrease the contract amount by \$400.00.

Sponsors: Mr. Cochran

Publish/Scheduled for Public Hearing to the Parish Council on November 13, 2017

2017-0350

An ordinance approving and authorizing the execution of Change Order No. 3 for the Willowridge Pump Station Project No. P080905-4A, Willowridge Levee - Phase II, State Project No.H.010102, as part of the West Bank Hurricane Protection Levee Project, to increase the contract amount by \$37,664.60 and increase the contract time by one hundred and eighty five (185) days.

Sponsors: Mr. Cochran and Department of Public Works/Wastewater

Publish/Scheduled for Public Hearing to the Parish Council on November 13, 2017

2017-0351

To amend the St. Charles Parish Zoning Ordinance of 1981, as amended, to revise the terms "mobile home" and "manufactured home" throughout the ordinance.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on November 13, 2017

2017-0229

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A and OL to M-1 on 2.7 acres at Lots 6A, 12A, 18A, 24A, and 30A of Sq. 1. Of Unit 7 of Evangeline City, Montz as shown on a Plat of Survey by Randall E. Ward dated 9-27-17 and requested by Gulf South Pipeline Company, LP.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on November 13, 2017

2017-0352

An ordinance to amend St. Charles Parish Subdivision Regulations of 1981, to provide that a subdivider or developer is required to pay the cost of construction inspections.

Sponsors: Mr. Hogan

Publish/Scheduled for Public Hearing to the Parish Council on November 13, 2017

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

6 2017-0326

An ordinance to approve and authorize the execution of an Engineering Services Contract with Shread-Kuyrkendall & Associates, Inc. for the design of Parish Project No. S170901 Montz-Norco Lift Station Upgrades.

Sponsors: Mr. Cochran and Department of Wastewater

Reported:

Wastewater Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE

Yea: 7 - Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Woodruff

Enactment No: 17-10-8

2017-0327

An ordinance to amend Ordinance No. 17-4-4 to approve an Act of Correction of the lot lines of Lots 25 and 26 of Ashton Oaks Subdivision, Luling, St. Charles Parish, LA.

Sponsors: Mr. Cochran and Department of Planning & Zoning

A motion was made by Councilmember Fisher-Perrier, seconded by Councilmember Hogan, to accept the revised version of File No. 2017-0327 and the revised plat. The motion carried by the following vote:

Yea: 7 - Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Woodruff

Amended

28 2017-0327

An ordinance to amend Ordinance No. 17-4-4 to approve an Act of Correction of the lot lines of Lots 25 and 26 of Ashton Oaks Subdivision, Luling, St. Charles Parish, LA.

Sponsors: Mr. Cochran and Department of Planning & Zoning

Reported:

P & Z Department Recommended: Approval

Public Hearing Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Yea: 7 - Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Woodruff

Enactment No: 17-10-9

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED2017-0311

An ordinance approving the cancellation of Lease Agreement between St. Charles Parish and Gator Cove Marina II, LLC for a Westbank Boat Launch.

Sponsors: Mr. Cochran and Department of Parks and Recreation

Councilman Hogan asked Legal Services Director Robert Raymond for his opinion, which shall have a bearing on whether or not File No. 2017-0311 should be removed from the Table, in regards to File No. 2017-0311 being required since the Parish President submitted a letter to Gator Cove Marina II, LLC, cancelling the Lease Agreement per the provisions in the Lease.

Mr. Raymond offered his opinion stating that the provisions of the Lease have been properly executed when the letter was submitted by the Parish President cancelling the Lease Agreement with Gator Cove Marina II, LLC and that File No. 2017-0311 is not required.

Remained Tabled

PERSONS TO ADDRESS THE COUNCIL2017-0340

Ms. Donna Guillory: Community Cats of St. Charles Parish

Heard

2017-0341

Ms. Beverly Waterman: Community Cats of St. Charles

Heard

2017-0342

Ms. Catherine Bordlee: Colony Cats

Heard

2017-0343

Ms. Alaina Shelton: Community Cats of St. Charles Parish

Not Heard

2017-0344

Ms. Jamie Scaffidi: Community Cats/TNR

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

Yea: 7 - Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Woodruff

Time Extended

Heard

2017-0345

Ms. Lavera (Betty) Portera: Colony Cats

Heard

2017-0346

Mr. Brian F. LeBourgeois: Community Cats & Issues with Enforcement Thereof

Heard

2017-0347

Ms. Tonya Folse: Winn Dixie Trapping

Heard

2017-0348

Ms. Colette Swanford: Trap, neuter, and return of cats. Regarding the cat colony in Destrehan on Airline Hwy. near Winn Dixie. I want to plead in favor of keeping the colony and allowing those who have been feeding them for years to continue caring for them at that same location.

Not Heard

Chairman Wilson spoke regarding the issue of the Community Cats in St. Charles Parish.

Councilwoman Clulee spoke on the matter.

Animal Control Officer Jena Troxler spoke on the matter.

Councilman Gibbs spoke on the matter.

RESOLUTIONS

31 2017-0325

A resolution to amend the Parish Council Rules to revise Rule 22 to clarify a recusal on a vote.

Sponsors: Mr. Hogan

Reported:

Councilman Hogan Recommended: Approval

Public comment opened; no public comment

Council Discussion

Legal Services Director Robert Raymond spoke on the matter.

Proposed resolution failed for lack of a majority by the following vote:

Yea: 1 - Hogan

Nay: 6 - Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Absent: 2 - Benedetto and Woodruff

Failed

2016-0360

A resolution, being considered once again and for the ninth (9th) time, requesting that the Parish President and all Department heads respond within ten (10) business days to all Parish Council letters, memos, emails, and/or any other form of communication prepared by and/or on behalf of Council Members requesting information, production of documents, input when requested on proposed ordinances or resolutions, responses to letters, or anything else that may be asked of the administration, all referred to herein as items, with the initial response providing what was requested, or at a minimum, providing 1) acknowledgment that the communication was received, and 2) a date by which the requested items will be provided.

Sponsors: Mr. Hogan

Public comment not opened

A motion was made by Councilmember Gibbs, seconded by Councilmember Bellock, to Table File No. 2016-0360. The motion carried by the following vote:

Yea: 6 - Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Nay: 1 - Hogan

Absent: 2 - Benedetto and Woodruff

Tabled.

2017-0305

A resolution requesting an Attorney General Opinion as to whether or not St. Charles Parish has the legal authority to lease +/-34 acres of property for \$4,500 a month for thirty (30) years in accordance with duly adopted Ordinance No. 17-8-14 for property having a fair market value of \$14,500 as a site for the construction of a Westbank Boat Launch.

Sponsors: Mr. Hogan

Public comment not opened

A motion was made by Councilmember Hogan, seconded by Councilmember Fisher-Perrier, to Postpone Indefinitely File No. 2017-0305. The motion carried by the following vote:

Yea: 7 - Hogan, Wilson, Clulee, Gibbs, Bellock, Fletcher and Fisher-Perrier

Nay: 0

Absent: 2 - Benedetto and Woodruff

Postponed Indefinitely

APPOINTMENTS

2017-0242

A resolution to appoint a member to the Library Service District Board of Control as the District III Representative.

Deferred

2017-0336

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

Vacancy Announced

2017-0337

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

Vacancy Announced

Councilwoman Fletcher departed the meeting.

2017-0338

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

Vacancy Announced

2017-0339

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 Hogan, seconded by Councilmember Bellock, to adjourn the meeting at approximately 7:51 pm. The motion carried by the following vote:

Yea: 6 - Hogan, Wilson, Clulee, Gibbs, Bellock and Fisher-Perrier

Nay: 0

Absent: 3 - Benedetto, Woodruff and Fletcher

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

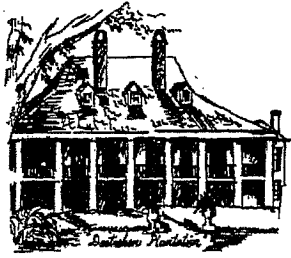


Tiffany K. Clark
Council Secretary

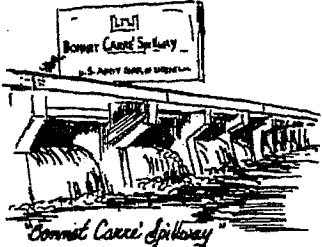
The Parish of St. Charles

October 16, 2017

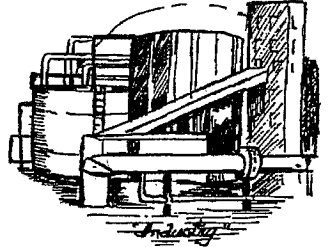
IN RECOGNITION



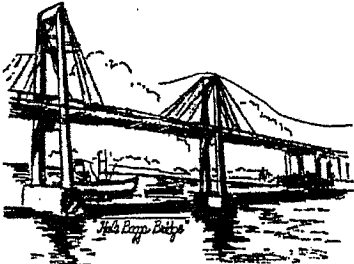
WHEREAS, Chelsey Marie Blank is a resident of St. James Parish residing in Paulina, Louisiana with her parents Darlene and Donald Blank and her brother Chase; and,



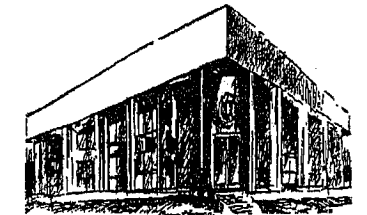
WHEREAS, on August 6, 2017, Chelsey was crowned the 11th Miss Festival of Charities Queen at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose.



NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to




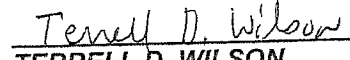
CHELSEY MARIE BLANK FESTIVAL OF CHARITIES MISS QUEEN XI



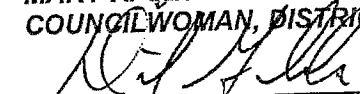
"PARISH OF PLenty"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
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opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi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

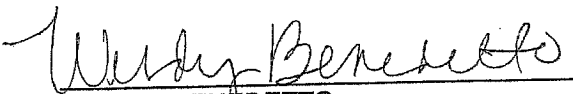

LARRY COCHRAN
PARISH PRESIDENT


PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B


TERRELL D. WILSON
COUNCILMAN, DISTRICT I


MARY K. CHULEE
COUNCILWOMAN, DISTRICT II



DICK GIBBS
COUNCILMAN, DISTRICT III


WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A


WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV


MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

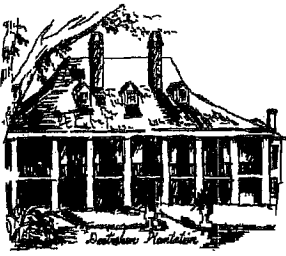

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

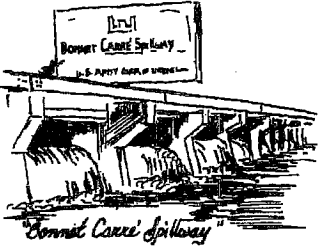
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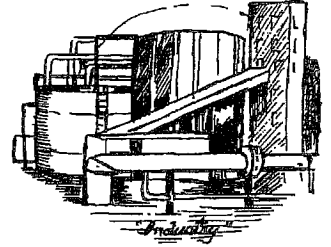
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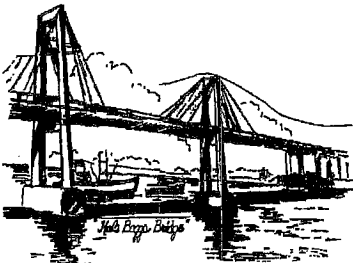
WHEREAS, Mia Marie Roussel is a resident of St. James Parish residing in Gramercy, Louisiana. She is the daughter of Tammy Roussel and Landon Roussel and she has one sister, Alexis; and,



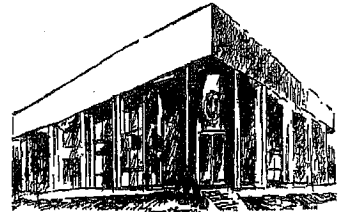
WHEREAS, on August 6, 2017, Mia was crowned the 11th Teen Miss Festival of Charities Queen at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose.




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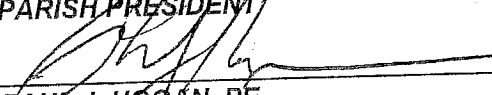


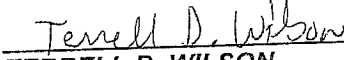
MIA MARIE ROUSSEL FESTIVAL OF CHARITIES TEEN MISS QUEEN XI

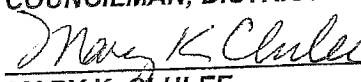


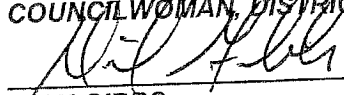
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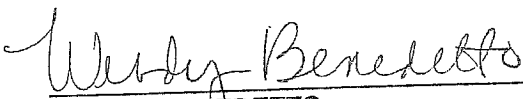

LARRY COCHRAN
PARISH PRESIDENT

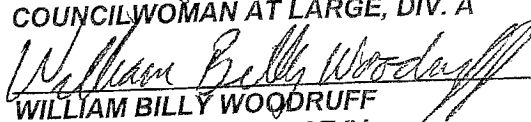

RAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B

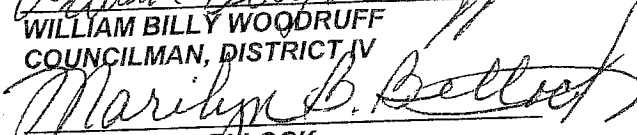

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

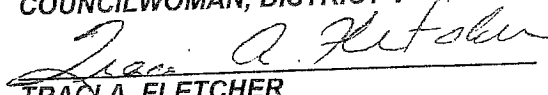

MARY K. CLULEE
COUNCILWOMAN, DISTRICT II



DICK GIBBS
COUNCILMAN, DISTRICT III


WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A


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COUNCILWOMAN, DISTRICT V

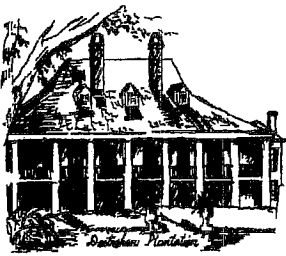

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

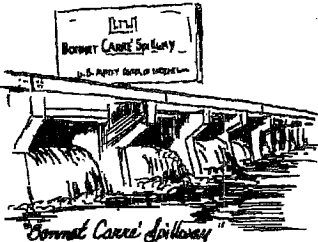
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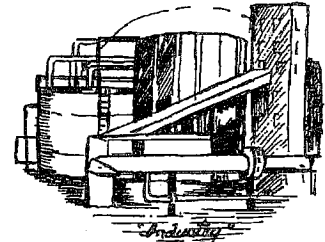
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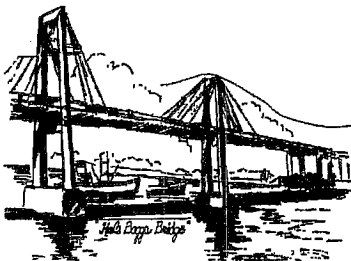
WHEREAS, Faith Claire Madere is a resident of St. James Parish, residing in Paulina, Louisiana with her parents Jennifer and Davis Madere, III and her brother Davis, IV; and,



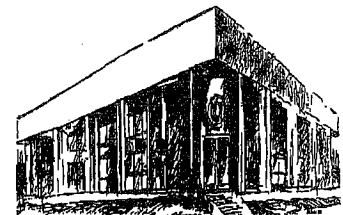
WHEREAS, on August 6, 2017, Faith was crowned the 11th Junior Miss Festival of Charities Queen at the annual Festival of Charities Pageant held at the American Legion Hall in St. Rose; she also received the Photogenic and Fashion awards.



NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

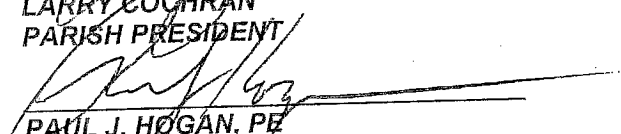


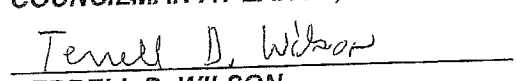
FAITH CLAIRE MADERE FESTIVAL OF CHARITIES JUNIOR MISS QUEEN XI

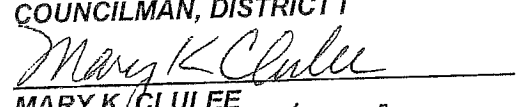


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LARRY COCHRAN
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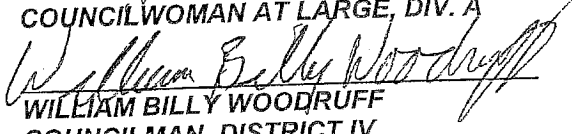

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TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

October 16, 2017

IN RECOGNITION

WHEREAS, Alysia "Lecy" Marie Cazalot is a resident of St. Charles Parish, residing in Destrehan, Louisiana with her parents Duanne and Al Cazalot. She has two sisters, Samantha Cazalot Sidwell and Shannie Cazalot Ancale; and,

WHEREAS, Lecy was born with the rarest form of Down Syndrome known as Mosaic. She is a 2005 Special Education Graduate of Destrehan High School; and a Gold medal recipient for the St. Charles Parish Special Olympics; and,

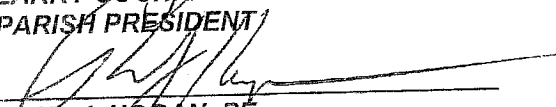
WHEREAS, on August 6, 2017, Lecy was crowned the 11th Festival of Charities Butterfly Queen at the Annual Festival of Charities Pageant held at the American Legion Hall in St Rose.

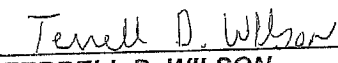
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby offer this tribute and recognition to

ALYSIA "LECY" MARIE CAZALOT FESTIVAL OF CHARITIES BUTTERFLY QUEEN XI

"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.


LARRY COCHRAN
PARISH PRESIDENT

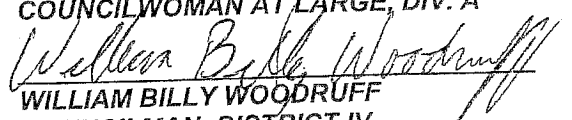

PAUL J. HOGAN, PE
COUNCILMAN AT LARGE, DIV. B


TERRELL D. WILSON
COUNCILMAN, DISTRICT I


MARY K. CLULEE
COUNCILWOMAN, DISTRICT II



DICK GIBBS
COUNCILMAN, DISTRICT III

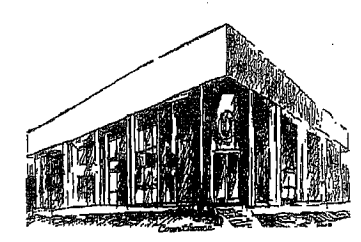
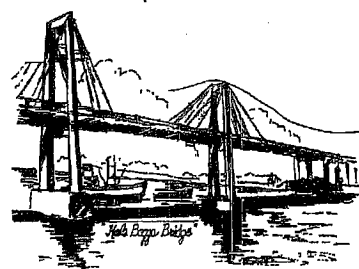
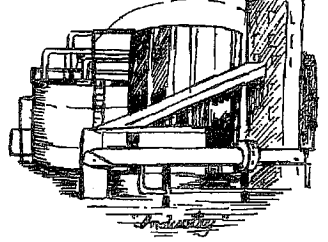
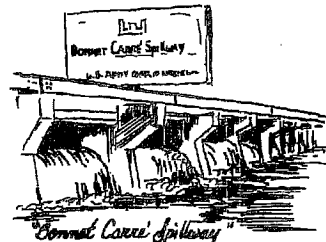
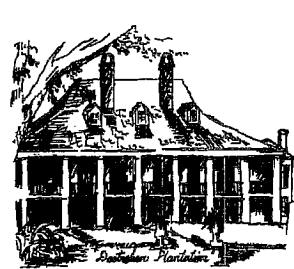

WENDY BENEDETTO
COUNCILWOMAN AT LARGE, DIV. A


WILLIAM BILLY WOODRUFF
COUNCILMAN, DISTRICT IV


MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V


TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII



PROCLAMATION

WHEREAS, *skeletal dysplasia is the medical term for what many people refer to as dwarfism. It is caused by a genetic mutation which can occur spontaneously at the time of conception or can be inherited; and,*

WHEREAS, *dwarfism is defined as a condition of short stature, with the typical height range of persons with dwarfism being between 2'8" to 4'5". Eighty percent of persons with dwarfism have average height parents, siblings, and family members; and,*

WHEREAS, *the term "midget" is antiquated and is considered inappropriate and offensive to people with this dwarfism; the preferred terminology is "person of short stature", "having dwarfism", or "little person"; and,*

WHEREAS, *the medical prognosis for people with dwarfism varies from condition to condition, and with the severity of that condition in each individual; the majority of persons with dwarfism enjoy average life spans and reasonably good health; others will require surgeries or other medical interventions to address complications and maximize their mobility; and,*

WHEREAS, *persons with dwarfism are able to function equally as average-height people and capable of participating in sports, driving, traveling, having fulfilling careers, and families; and,*

WHEREAS, *persons with dwarfism can turn to support organizations such as Little People of America ("LPA"), a national nonprofit organization that provides support and information to people of short stature and their families; and,*

WHEREAS, *persons with dwarfism contribute to the strength of our economy and they make the world a better and diverse place.*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF OCTOBER 2017 AS

"DWARFISM AWARENESS MONTH"

IN ST. CHARLES PARISH AND ENCOURAGE ALL RESIDENTS TO RECOGNIZE THE IMPORTANCE OF INCREASING AWARENESS OF DWARFISM.

s/LARRY COCHRAN
 LARRY COCHRAN
 PARISH PRESIDENT
s/PAUL J. HOGAN, PE
 PAUL J. HOGAN, PE
 COUNCILMAN AT LARGE, DIV. B
s/TERRELL D. WILSON
 TERRELL D. WILSON
 COUNCILMAN, DISTRICT I
s/MARY K. CLULEE
 MARY K. CLULEE
 COUNCILWOMAN, DISTRICT II
s/DICK GIBBS
 DICK GIBBS
 COUNCILMAN, DISTRICT III

ABSENT
 WENDY BENEDETTO
 COUNCILWOMAN AT LARGE, DIV. A
ABSENT
 WILLIAM BILLY WOODRUFF
 COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
 MARILYN B. BELLOCK
 COUNCILWOMAN, DISTRICT V
s/TRACI A. FLETCHER
 TRACI A. FLETCHER
 COUNCILWOMAN, DISTRICT VI
s/JULIA FISHER-PERRIER
 JULIA FISHER-PERRIER
 COUNCILWOMAN, DISTRICT VII

2017-0326

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

ORDINANCE NO. 17-10-8

An ordinance to approve and authorize the execution of an Engineering Services Contract with Shread-Kuyrkendall & Associates, Inc. for the design of Parish Project No. S170901 Montz-Norco Lift Station Upgrades.

WHEREAS, the Montz and Norco Lift Station have sanitary sewer overflows (SSO) in inclement weather; and,

WHEREAS, St. Charles Parish Wastewater Department has determined that increasing the capacity of the wet well at each station will reduce the number of SSOs; and,

WHEREAS, this project requires professional services for the design and construction administration for the installation of additional wet wells; and,

WHEREAS, it is important that St. Charles Parish proceed with this project in order to protect the property and well-being of its citizens.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract with Shread-Kuyrkendall & Associates, Inc. for the design of Parish Project No. S170901 Montz-Norco Lift Station Upgrades be hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute the attached Engineering Services Contract on behalf of St. Charles Parish.

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER,
FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO, WOODRUFF

And the ordinance was declared adopted this 16th day of October, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tennell D. Wilson

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 10/17/17

APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 10/19/17

AT: g:ssa RECD BY: [Signature]

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the 19th day of October, 2017, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and SHREAD-KUYRKENDALL & ASSOCIATES, INC., a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the S170901 MONTZ-NORCO LIFT STATION UPGRADES project as described in Ordinance No. 17-10-8 which is attached hereto and made a part hereof.

1.0 GENERAL

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

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

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

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

Scope of the project is to increase the capacity of the wet wells at both locations by installation of a second well, relocate existing pumps, piping, and electrical to the new wells and connect the older wells to the new.

2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Conceptual Design Report Phase (N/A)

2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.

2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.

- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
 - 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
 - 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
 - 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
 - Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - Any special material specifications including major equipment specifications.
 - A preliminary cost estimate for each alternative.
 - Engineer's conceptual opinion of probable costs for the selected alternative.
 - Project Master Schedule.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
 - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
 - 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
 - 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
 - Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master project schedule in Microsoft Project format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Design Memorandum Phase
- 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
 - 2.3.2 The Design Memorandum will consist minimally of the following sections:
 - Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.

- Hydraulics - if necessary
 - Treatment Processes - if necessary
 - Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
 - Preliminary Drawings – 11X17 minimum size
 - The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
 - Engineer's preliminary opinion of probable costs.
 - Updated Project Master Schedule.
 - Summary of estimated quantities – initial bid schedule
 - Instrumentation & Control Philosophy
 - Power Requirements
 - Additional data that will be needed, such as topographical, geotechnical, and project surveying.
- 2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.
- 2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.
- 2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.
- Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
 - Two(2) copies of the drawings (11x17 minimum).
 - Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.4 Design Phase
- 2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.
- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the

added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).

2.4.4 Meeting with the Owner and presenting the final design.

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

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

2.5 Bidding Phase

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

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

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

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

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

2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.6 Construction Phase

During the Construction Phase

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

provided in said Standard General Conditions except as otherwise provided in writing.

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

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

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

2.6.3 Defective Work. During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

2.6.4 Interpretations and Clarifications. Engineer shall issue necessary interpretations and clarifications of the Contract Documents.

2.6.5 Shop Drawings. Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of

the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.

- 2.6.6 Substitutes. Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
 - 2.6.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2.6.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or

programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

- 2.6.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
 - 2.6.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
 - 2.6.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
 - 2.6.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
 - 2.6.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
 - 2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.
- 2.7 Close-out and Operational Phase
During this Phase, Engineer shall:
- 2.7.1 Provide start-up services for the new facility.
 - 2.7.2 Prepare training materials and provide 0 hours of training for Owner's staff to operate and maintain the new

- facility. The program consists of classroom training and hands-on training using the installed equipment.
- 2.7.3 Assemble 2 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
 - 2.7.4 Assemble 2 complete sets of approved shop drawings in proper order for Owner's future reference.
 - 2.7.5 Provide technical consultation and assistance in correcting warranty items.
 - 2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
 - 2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".
 - 2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.
 - 2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.8 Resident Engineer and Inspection
- 2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
 - 2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
 - 2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 - 2.8.4 Duties and Responsibilities of RPR.
 - 2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
 - 2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
 - 2.8.4.3 Liaison:
 - Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.

- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.8.4.4 Shop Drawings and Samples:
- Record date of receipt of Shop Drawings and samples.
 - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
 - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.8.4.8 Records.
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.

- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.8.4.9 Reports:

- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
- Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
- Report immediately to Engineer and Owner upon the occurrence of any accident.

2.8.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

2.8.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.

2.8.4.12 Completion.

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

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

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

3.0 SERVICES OF THE OWNER

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

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:
 - 4.1.1 Owner shall pay Engineer for the performance of Basic Engineering services as outlined in Section 2, Paragraphs 2.1 through 2.7.9 inclusive, a professional engineering fee based upon either a percentage of the construction cost of the project or a lump sum estimate by the Engineer. (mark the method of compensation with an X)

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

 Lump Sum amount of \$ paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's

- opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- (N/A) For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- 4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase,

Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

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

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

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

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

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

- A copy of the Owner's written authorization to perform the service.
- Timesheets for all hours invoiced.
- Invoice copies, logs or other substantiation of nonsalary expenses.

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and Engineer, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in Section 10, Paragraph 10.4 and Section 11, Paragraph 11.4 of this Contract. The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.

- A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Engineer's agreed upon fixed sum established for the service performed.
- Evidence that the subcontractor and/or subconsultant is insured as required by Section 10, Paragraph 10.4 of this Contract.

4.2.4 For Additional Engineering described in Section 5, Paragraph 5.1.1, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.11 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.11 inclusive.

5.1.1 Additional Engineering. Provide Basic Design and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Contract shall be amended to include that work in accordance with Section 4.0 of this Contract.

5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.2 of this contract.

5.1.2.1 Providing necessary design topographic surveying for the Project to obtain existing grading, locations and dimensions of existing structures, and elevation of critical elements.

5.1.2.2 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.

5.1.2.3 Prepare to and serve as an expert witness for the Owner in any litigation.

5.1.2.4 Furnish one or more full time Resident Inspectors who will direct his and/or their efforts toward providing assurance for the owner that the completed project will conform to the requirements of the Contract Documents. This shall not be construed as the actual direction of construction work being performed by the Contractor, nor make the engineers responsible for construction techniques, sequences or procedures or the safety precautions incident thereto. A written resume will be submitted to the Owner for each Resident Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

5.1.2.5 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary

data for such activities and review and make recommendations on data submitted by such agencies.)

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

6.0 OWNERSHIP OF DOCUMENTS,

- 6.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at anytime during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 6.2 Engineer may retain a set of documents for its files.
- 6.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Engineer to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors, and consultants.
- 6.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Engineer for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 8.0 COMPLIANCE WITH LAWS AND ORDINANCE.
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 SUCCESSORS AND ASSIGNS
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 INSURANCE
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 11.0 GENERAL.
- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer

shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE.
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY.
- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue

of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES:

Ro S. Delehing
[Signature]

ST. CHARLES PARISH

[Signature]
Larry Cochran
Parish President

WITNESSES:

Meganne W. Gentry
Brandi Mancuso

SHREAD-KUYRKENDALL
& ASSOCIATES

[Signature]
Richard Shread, PE
President

EXHIBIT A

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

Five(5) contract documents with the following(in sequence):

- Cover sheet prepared by engineer with stamp.
- Copy of the Table of Contents from bid book.
- Copy of the actual Advertisement for Bid showing all dates (section 00010).
- Copy of Instructions to Bidders (section 00100) and Information Available to Bidders (section 00200) from bid book.
- Copy of the completed Bid Form from selected/winning bid (section 00300) and a copy of all addendums.
- Copy of the bid opening and tabulation forms.
- Copy of the signed Bid Bond from selected/winning bid (section 00410) and its corresponding power of attorney.
- Copy of the completed Questionnaire from selected/winning bid (section 00430).
- Copy of the Schedule of Suppliers from selected/winning bid (section 00450).
- Original Non-Collusive and Non-Solicitation Affidavit signed, dated, and notarized (section 00480). All books must have an originally signed document.
- Original and current Corporate Resolution authorizing execution of contract signed and dated (section 00485). All books must have an originally signed document. The resolution on corporate stationery is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 is to be left blank and will be dated when the Parish President signs the agreement form. An original power of attorney must accompany each bond document. All books must have originally signed documents.
- Original certificate of insurance. Computer generated signature acceptable. The Certificate must name St Charles Parish as an additional insured on all general liability policies and the standard cancellation clause must read as follows:

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

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

One(1) contract document with the following:

- Cover sheet prepared by engineer with stamp and marked Court File Copy.
- All the above documents except for General Conditions (section 00700), Supplementary Conditions (section 00800), and Second Supplementary Conditions (section 00801). Originals specified above are also required in this book.

EXHIBIT B

CONSULTING ENGINEERING

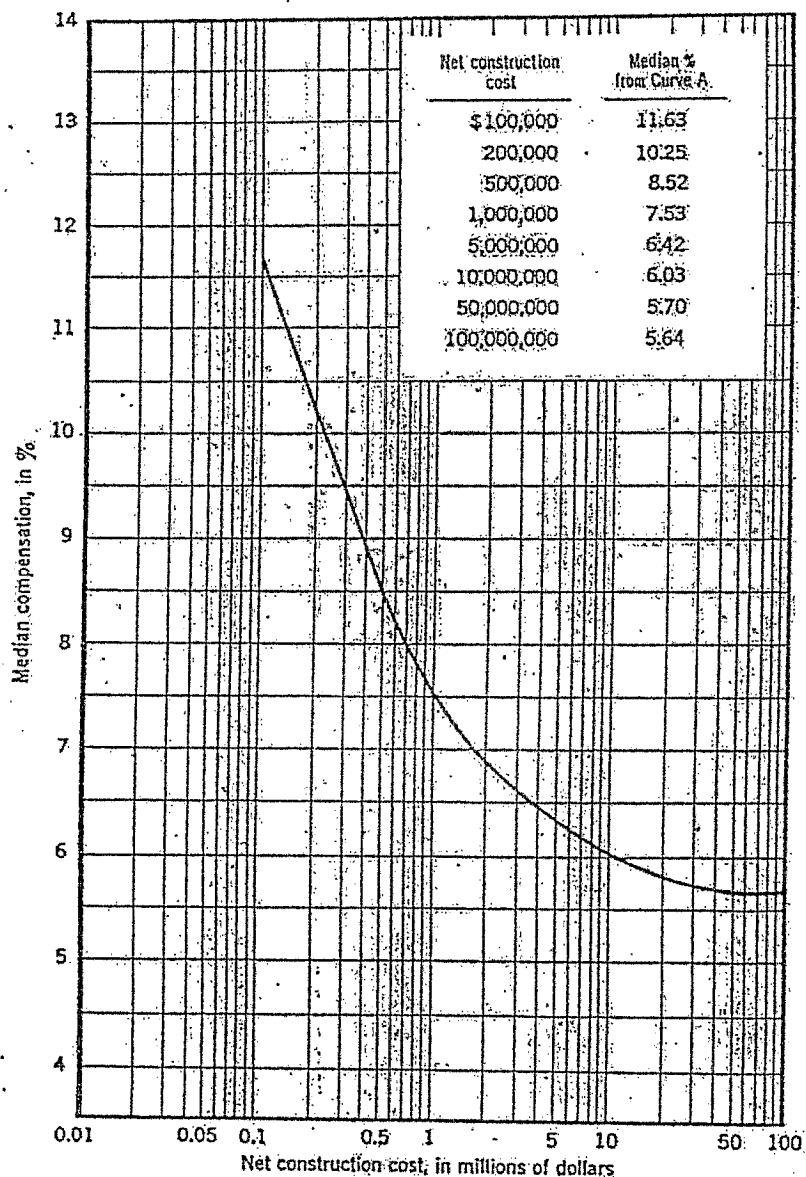


FIG. 1.—CURVE A, MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

EXHIBIT C

SHREAD-KUYRKENDALL & ASSOCIATES, INC.

HOURLY RATE SCHEDULE

2017

<u>LABOR CATEGORY</u>	<u>RATE</u>
Principal	\$240.00/hr
Project/Program Manager	\$230.00/hr
Deputy Project/Program Manager	\$200.00/hr
Senior Professional Engineer	\$180.00/hr
Senior Technical Advisor	\$175.00/hr
Professional Engineer	\$150.00/hr
Graduate Engineer	\$105.00/hr
Technician I/CADD Designer	\$95.00/hr
Technician II/CADD Designer	\$83.00/hr
Administrative Assistant	\$65.00/hr
Construction Manager	\$120.00/hr
Resident Project Representative	\$75.00/hr
O. & M. Specialist	\$105.00/hr
3-Man Survey Crew	\$165.00/hr
Engineering Technician	\$105.00/hr
Survey Supervisor	\$165.00/hr

2017-0327

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

ORDINANCE NO. 17-10-9

An ordinance to amend Ordinance No. 17-4-4 to approve an Act of Correction of the lot lines of Lots 25 and 26 of Ashton Oaks Subdivision, Luling, St. Charles Parish, LA.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 17-4-4 on April 3, 2017 approving the resubdivision of the Robert, Elmore and Ella Gassen Tract and the Irby Baudin Tract into Ashton Oaks Subdivision into Lots 1-66, as per the plan by Ralph Fontcuberta, P.L.S., and dated March 3, 2017; and,

WHEREAS, it has been determined that the original plan was in error in that the common line dimensions are incorrect and it is the desire of the Developer and the Parish to correct said error by the adoption of an "Act of Correction."

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Ordinance 17-4-4 adopted on April 3, 2017 is hereby amended by the "Act of Correction" by Ralph P. Fontcuberta, Jr, P.L.S., and the Revised Final Plat of Ashton Oaks Subdivision by Ralph Fontcuberta, P.L.S., and dated October 13, 2017.

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

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

YEAS: HOGAN, WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER

NAYS: NONE

ABSENT: BENEDETTO, WOODRUFF

And the ordinance was declared adopted this 16th day of October, 2017, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Tenzell D. Williams

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 10/17/17

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 10/19/17

AT: 9:55 am RECD BY: [Signature]

ACT OF CORRECTION

UNITED STATES OF AMERICA

BY: Ralph P. Fontcuberta, Jr., PLS

STATE OF LOUISIANA

PARISH OF ST. CHARLES

Before me, the undersigned Notary Public, and in the presence of the subscribing witnesses, there appeared:

RALPH P. FONTCUBERTA, JR., PLS, who declared that the resubdivision entitled "Final Plat of Ashton Oaks Subdivision," prepared by Ralph P. Fontcuberta, Jr., PLS, dated March 3, 2017, certified to Murray Architects and filed in COB 845, Folio 540, Entry No. 423083, on the date of April 17, 2017, contains an error in that incorrect dimensions for Lots 25 and 26 were shown on the plat.

To correct the error, the attached survey was revised to reconfigure Lots 25 and 26 and provide correct dimensions on July 14, 2017. APPEARER therefore corrects the original resubdivision with the attached plan.

APPROVAL and ratification of the attached, plan is confirmed by the signatures of the DIRECTOR OF THE DEPARTMENT OF PLANNING AND ZONING and the PARISH PRESIDENT thereon and reaffirmed with the same signatures hereon.

AND I, Notary, do hereby authorize and request the CLERK OF COURT FOR THE PARISH OF ST. CHARLES, LOUISIANA to make a marginal notation in the original record at COB 845, Folio 540, Entry No. 423083 reflecting the execution and recordation of this Act of Correction.

THUS DONE AND PASSED, on 10/16/2017, at Hahnville, St. Charles Parish, State of Louisiana, in the presence of the undersigned witnesses, who have signed with me after due reading of the whole.

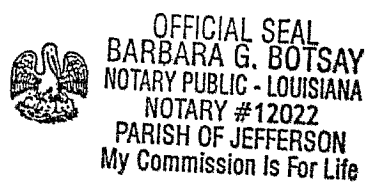
[Signature]
WITNESS

[Signature]
RALPH P. FONTCUBERTA, JR.
PLS

[Signature]
WITNESS

8/18/17
DATE

[Signature]
NOTARY PUBLIC
Bar/Notary # 12022



[Signature]
PLANNING DIRECTOR

8-31-17
DATE

[Signature]
PARISH PRESIDENT

8/31/17
DATE

2017-0325

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B

A resolution to amend the Parish Council Rules to
revise Rule 22 to clarify a recusal on a vote.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE
ST. CHARLES PARISH COUNCIL, do hereby revise Rule 22 to read as follows:**

RULE 22. (AS WRITTEN)

Every member who shall be present when a question is stated from the Chair shall vote thereon, unless excused by the Council, or unless he asks to be recused because of a personal interest in the question, in which case he shall not vote. Any Councilman may suggest that another Councilman should recuse himself and the Council shall be the first judge as to whether a Councilman shall recuse himself.

RULE 22. (REVISED)

Every Councilmember present when a question is stated from the Chair shall vote thereon, unless excused by the Council for reason or reasons expressed by the Council, or unless the member asks to be recused following the member's disclosure of details relating to the personal interest in the question to the Council, in which case the Councilmember shall not vote. Any Councilmember may suggest that another Councilmember should recuse himself and the Council shall be the first judge as to whether a Councilmember shall recuse himself.

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

YEAS: HOGAN

NAYS: WILSON, CLULEE, GIBBS, BELLOCK, FLETCHER, FISHER-PERRIER

ABSENT: BENEDETTO, WOODRUFF

PROPOSED RESOLUTION FAILED FOR LACK OF A FAVORABLE MAJORITY
ON OCTOBER 16, 2017.

2017-0325 Failed Council Rule 22 - PH (09-09-17) (L_10-2-17)