



St. Charles Parish
Meeting Agenda
Parish Council
Agenda

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

Council Chairman Billy Raymond, Sr.
Councilmembers Carolyn K. Schexnaydre, Terry Authement,
Shelley M. Tastet, Wendy Benedetto, Paul J. Hogan,
Larry Cochran, Marcus M. Lambert, Dennis Nuss

Monday, May 17, 2010	6:00 PM	Council Chambers, Courthouse
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Final

CALL TO ORDER

PRAYER

Bishop Otis Kenner
Faith Praise & Deliverance Temple

PLEDGE

Bishop Otis Kenner
Faith Praise & Deliverance Temple

APPROVAL OF MINUTES

Regular Meeting - April 19, 2010

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 **2010-0175** (5/17/2010, Raymond)
 In Recognition: Kathleen H. Landry, Hospital Service District

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2010-0170 (5/17/2010)
 New Orleans Aviation Board

2010-0171 (5/17/2010, St. Pierre)
 Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, June 7, 2010, 6:00 pm, Council Chambers, Courthouse, Hahnville

(No items for the regular Agenda)

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2 **2010-0138** (5/3/2010, Tastet)

An ordinance to rename Gregory Drive to Lakewood Drive, Lakewood Ridge Drive to Gregory Drive, and Rusty Drive to Gregory Drive in Lakewood Ridge Subdivision, Luling.

Legislative History

4/5/10	Council Member(s)	Introduced	
4/5/10	Parish Council	Publish/Scheduled PH	
4/19/10	Parish Council	PH Requirements Not Satisfied	

Reported:

Councilman Tastet Recommended: Approval

4/19/10	Parish Council	Postponed Indefinitely	Pass
5/3/10	Council Member(s)	Introduced	
5/3/10	Parish Council	Publish/Scheduled PH	

4 **2010-0164** (5/3/2010, St. Pierre, Department of Community Services)

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 7, 2010 through July 15, 2010.

Legislative History

5/3/10	Parish President	Introduced	
5/3/10	Parish Council	Publish/Scheduled PH	

9 **2010-0117** (5/3/2010, Hogan)

An ordinance to amend the Code of Ordinances, Chapter 5, Boats, Docks and Waterways, by adding Section 5-5. Abandoned Vessels in Parish waterways.

Legislative History

3/22/10	Council Member(s)	Introduced	
3/22/10	Parish Council	Publish/Scheduled PH	
4/5/10	Parish Council	PH Requirements Satisfied	

Reported:

Councilman Hogan Recommended: Approval

Councilwoman Schexnaydre Recommended: Approval

Councilman Tastet Recommended: Approval

Councilwoman Benedetto Recommended: Approval

Councilman Cochran Recommended: Approval

Councilman Lambert Recommended: Approval

Councilman Nuss Recommended: Approval

4/5/10	Parish Council	Tabled.	Pass
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Discussion: to table File No. 2010-0117

4/19/10	Parish Council	Removed from the Table	Pass
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4/19/10 Parish Council Amended Pass

Amendment: to accept the revised version of File No. 2010-0117

4/19/10 Parish Council PH Requirements Not Satisfied

Reported:

Councilman Hogan Recommended: Approval

Councilwoman Schexnaydre Recommended: Approval

4/19/10 Parish Council Postponed Indefinitely Pass

5/3/10 Council Member(s) Introduced

5/3/10 Parish Council Publish/Scheduled PH

10 **2010-0168** (5/3/2010, St. Pierre, Department of Parks and Recreation, Lambert)

An ordinance to approve and authorize the execution of a Multiphase Project Contract for Engineering Services with S J B Group, LLC for the design of the Montz Park located at 17196 LA 628 in Montz.

Legislative History

5/3/10 Parish President Introduced

5/3/10 Parish Council Publish/Scheduled PH

RESOLUTIONS

34 **2010-0169** (5/17/2010, Lambert, Benedetto)

A resolution requesting the Louisiana Department of Transportation and Development install "Do Not Block the Turn Lane" sign and all corresponding striping at 12609 Airline Drive, Destrehan, La.

Legislative History

5/17/10 Council Member(s) Introduced

35 **2010-0172** (5/17/2010, Nuss, Schexnaydre, Benedetto, Lambert)

A "Resolution of Concern" regarding the shifting of public services from Federal and State agencies to public libraries with no compensation for the added space, staff, technology, and training needed for libraries to meet the needs of Federal and State agency clients.

Legislative History

5/17/10 Council Member(s) Introduced

36 **2010-0173** (5/17/2010, Schexnaydre, Authement, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss)

A resolution authorizing the issuance of a Special License to West St. John High School Band Booster Club to conduct a Super Bingo.

Legislative History

5/17/10 Council Member(s) Introduced

38 **2010-0174** (5/17/2010, St. Pierre, Department of Finance)

A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

Legislative History

5/17/10 Parish President Introduced

APPOINTMENTS45 **2010-0070** (2/8/2010)

A resolution appointing a member to the South Central Louisiana Solid Waste District.

Council will confirm nomination to fill the unexpired term created by the resignation of the term of Councilman Marcus M. Lambert. Term to begin immediately and expire January 9, 2012.

Nominee: Miss Amanda Palamone

Legislative History

2/8/10 Parish Council Deferred

3/1/10 Parish Council Deferred

3/22/10 Parish Council Deferred

4/5/10 Parish Council Deferred

Councilman Nuss asked that this vacancy for appointment be placed on the Parish website asking if anyone is interested.

4/19/10 Parish Council Deferred

5/3/10 Parish Council Nomination(s) Accepted

Nominee:

Councilman Nuss nominated Miss Amanda Palamone

5/3/10 Parish Council Close Nomination(s) for Pass

2010-0147 (4/19/2010)

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

Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Yvonne Wolfe, District I Representative. Four (4) year term to begin May 31, 2010 and expire May 31, 2014. [Deferred from the May 3, 2010 Parish Council Meeting]

Legislative History

5/15/06 Parish Council Enacted Legislation

*Ms. Yvonne Wolfe appointed to the Planning & Zoning Commission on May 15, 2006, per Resolution No. 5347
Term: May 31, 2006 - May 31, 2010*

4/19/10 Parish Council Vacancy Announced

5/3/10 Parish Council Deferred Pass

2010-0148 (4/19/2010)

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

Council Office did not receive Confirmation Questionnaire by May 11, 2010 deadline; Rule 17 - Confirmation Questionnaires must be completed and returned to the Office of the Council Secretary by 4:00 o'clock p.m. on the fourth business day preceding a Parish Council Meeting. Failure to complete or return the questionnaire prior to the deadline shall automatically disqualify the nomination.

Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Kathleen Landry. Six (6) year term to begin May 21, 2010 and expire May 22, 2016.

Legislative History

5/17/04 Parish Council Enacted Legislation

Ms. Kathleen Landry appointed to the Hospital Service District Board of Commissioners on May 17, 2004, per Resolution No. 5197

Term: May 21, 2004 - May 21, 2010

4/19/10 Parish Council Vacancy Announced
 5/3/10 Parish Council Nomination(s) Accepted
 Nominee:
 Councilman Lambert nominated Mr. Ricky Bosco
 5/3/10 Parish Council Close Nomination(s) for Pass

49 2010-0176 (5/17/2010)

Accept resignation of Mr. Theron Dufrene - Planning & Zoning Commission

Legislative History

5/19/08 Parish Council Enacted Legislation

Theron Dufrene appointed to the Planning & Zoning Commission as the District VI Representative on May 19, 2008, per Resolution No. 5548

Term: May 31, 2008 - May 31, 2012

5/1/10 Board Member Resigned

Correspondence received from Theron Dufrene notifying the Parish Council of his resignation.

2010-0177 (5/17/2010)

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

On June 7, 2010 the Council Chairman will accept nomination from the District VI Councilmember to fill the vacancy caused by the resignation of the term of Mr. Theron Dufrene. Unexpired term to begin immediately and expire May 31, 2012.

Legislative History

5/19/08 Parish Council Enacted Legislation

Mr. Theron Dufrene appointed to the Planning & Zoning Commission as the District VI Representative on May 19, 2008, per Resolution No. 5548

Term: May 31, 2008 - May 31, 2012

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

50 2010-0178 (5/17/2010)

Official Journal Appointment - Authorize Advertisement for Acceptance of Proposals

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.**MEETINGS**

LIBRARY BOARD: Tuesday, 5/18/10, 6PM, Council Chambers

ZONING BOARD OF ADJUSTMENT: Thursday, 5/20/10, 7PM, Council Chambers

LEGISLATIVE COMMITTEE: Monday, 5/24/10, 6PM, Council Chambers

HOUSING AUTHORITY: Tuesday, 5/25/10, 6PM, Council Chambers

HOSPITAL BOARD: Wednesday, 5/26/10, 9AM, Council Chambers

COASTAL ZONE ADVISORY COMMITTEE: Thursday, 5/27/10, 7PM, Council Chambers

PLANNING & ZONING COMMISSION: Thursday, 6/3/10, 7PM, Council Chambers

ANNOUNCEMENTS

PARISH HOLIDAY: Monday, 5/31/10 - Memorial Day

*ST. CHARLES PARISH RECYCLING DROP OFF EVENT: Saturday, June 5, 2010, 9AM - 12Noon;
Locations: Westbank - St. Charles Plaza, Highway 90, Luling; Eastbank - New Sarpy Annex,
Highway 48, New Sarpy*

** * * PLEASE NOTE THAT THERE WILL BE A THREE (3) WEEK LAPSE BETWEEN COUNCIL MEETINGS. THE NEXT REGULAR COUNCIL MEETING WILL BE HELD ON MONDAY, JUNE 7, 2010.*

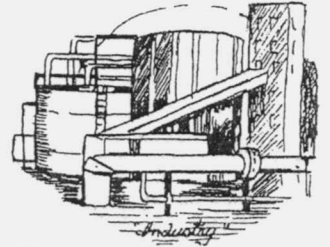
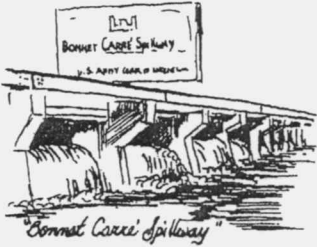
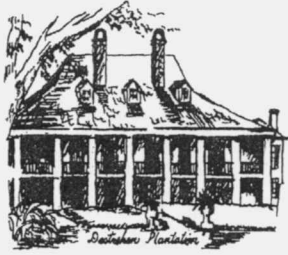
Accommodations for Disabled

St. Charles Parish will upon request and with three (3) days advanced notice provide reasonable accommodation to any disabled individual wishing to attend the meeting. Anyone requiring reasonable accommodation is requested to contact the Office of the Council Secretary at (985) 783-5000 to discuss the particular accommodations needed.

The Parish of St. Charles

May 17, 2010

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

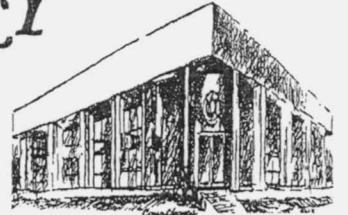


HOSPITAL SERVICE DISTRICT

May 21, 1986 – May 22, 2010



KATHLEEN H. LANDRY



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

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

TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B

BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

LARRY COCHRAN
COUNCILMAN, DISTRICT V

MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI

DENNIS NUSS
COUNCILMAN, DISTRICT VII

2010-0138

**INTRODUCED BY: SHELLEY M. TASTET, COUNCILMAN, DISTRICT II
ORDINANCE NO. _____**

An ordinance to rename Gregory Drive to Lakewood Drive, Lakewood Ridge Drive to Gregory Drive, and Rusty Drive to Gregory Drive in Lakewood Ridge Subdivision, Luling.

WHEREAS, for the purpose of easy and proper identification by Emergency 911 Service and mail delivery service; and,

WHEREAS, on behalf of the District Councilmember, the Parish Council Office will notify present home owners and property owners via the U.S. Postal Service of the change in street names.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the following public streets in Lakewood Ridge Subdivision, Luling be changed:

Gregory Drive, along Lots 8-14; 50-53 and extending to Rathborne Park, be changed to Lakewood Drive;

Lakewood Ridge Drive be changed to Gregory Drive; and

Rusty Drive be changed to Gregory Drive.

SECTION II. That a copy of this ordinance be sent to the St. Charles Parish Communications District, the St. Charles Parish Planning Department and the U.S. Postal Service.

SECTION III. That the Parish Administration be directed to install the proper street signs on the appropriate streets.

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

And the ordinance was declared adopted this _____ day of _____, 2010 to become effective five (5) days after publication in the Official Journal.

Street Name Change, Lakewood Ridge Subdivision revised

CHAIRMAN: _____

SECRETARY: _____

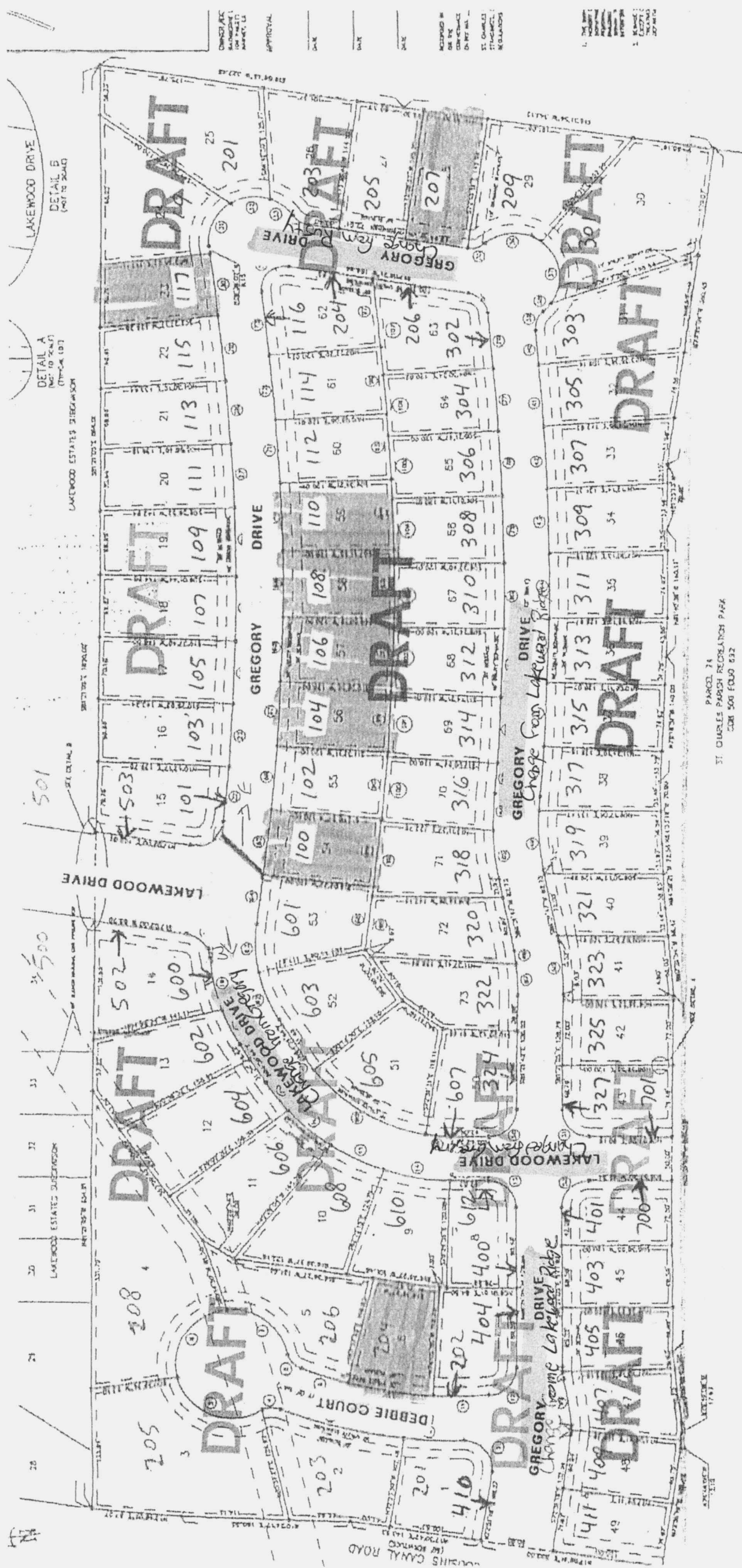
DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____



CHECKED BY: []
 DATE: []
 APPROVAL: []
 DATE: []
 DATE: []
 REVIEWED BY: []
 DATE: []
 ST. CHARLES MUNICIPAL REGULATIONS

PARCEL 74
 ST. CHARLES PARISH RECORDS BOOK
 CEN 506 F040 532

2010-0164

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

ORDINANCE NO. _____

An ordinance to approve and authorize the Execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 7, 2010 through July 15, 2010.

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

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

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

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

And the ordinance was declared adopted this _____ day of _____, 2010 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

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

This agreement is made and entered into as of the ____ day of ____, 2010, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by V. J. St. Pierre, President, duly authorized by Ordinance No. _____ dated _____, hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Dr. Rodney R. Lafon, Superintendent, duly authorized by action of the St. Charles Parish School Board, dated ____, 2010, hereinafter referred to as "School Board."

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

1. The School Board hereby grants to the Council, for the period of June 7 , 2010 through July 15, 2010, (total of 24 days) the use and control of the kitchen and cafeteria of St. Rose Elementary School, Eual J. Landry Alternative Center, and Luling Elementary School. The Council shall have the use of the property for a fee of \$0.10 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 12, 2010, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
2. The Council agrees to:
 - A. Use the above described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
 - B. Accept in the present condition and subject to any servitude above described property.
 - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.

- D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
 - E. Pay **\$7646.40** as reimbursement for utilities and other costs arising out of use of the property to be leased, and **\$14,387** as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program.
 - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
 - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish School Board who funds its operation from June 7, 2010 through July 15, 2010 through the Summer Food Service Program."
 - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
 - I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
 - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board, a custodian at each location who worked during the school year as a custodian for the School Board, and will employ a driver for each bus who worked during the school year as a driver for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
 - B. Accept as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School

Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.

- C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
- D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
- E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
 - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
 - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$1,000,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

- (3) Louisiana statutory workers' compensation coverage and employer's liability with a limit of not less than five hundred thousand (\$500,000) dollars with a waiver of subrogation in favor of the School Board.

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

- 3. The parties hereto agree that at no time during the term of this agreement will the School Board be required to supervise, or in any way assume responsibility for the Summer Food Service Program.
- 4. During the time that the said property is being used for the Summer Food Service Program, it is the responsibility of the Council to provide for the security and protection of the adjacent school building(s) and facilities, at its cost for personnel and for any repairs to the school building(s) and facilities made necessary by the failure to provide such security and protection.
- 5. Smoking is not allowed! Possessing any lighted tobacco product is prohibited on all school system property and on all school system-owned buses and vehicles. This applies even when students are not on campus and includes parking lots and any other outside portions of school property in addition to all buildings.

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

WITNESSES:

ST. CHARLES PARISH COUNCIL

 V. J. St. Pierre, Parish President

ST. CHARLES PARISH SCHOOL BOARD

 Dr. Rodney R. Lafon
 Superintendent

 Date

2010-0117

**INTRODUCED BY: PAUL J. HOGAN PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. _____**

An ordinance to amend the Code of Ordinances, Chapter 5, Boats, Docks and Waterways, by adding Section 5-5. Abandoned Vessels in Parish waterways.

WHEREAS, St. Charles Parish wishes to keep abandoned vessels from staying in our waterways; and,

WHEREAS, abandoned vessels are a threat to our environment and our drainage as well as being aesthetically unpleasant; and,

WHEREAS, the State of Louisiana has passed Louisiana Revised Statute 34:843 which gives local authority to address abandoned vessels in waterways; and,

WHEREAS, it is the desire of St. Charles Parish to have RS 34:843 referenced within its codes.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Amends the Code of Ordinances, Chapter 5, Boats, Docks and Waterways, by adding Section 5-5. Abandoned Vessels in Parish waterways.

Section 5-5. Abandoned Vessels in Parish waterways

(a) Provisions for addressing abandoned vessels shall be in accordance with Louisiana Revised Statute 34:843.

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

And the ordinance was declared adopted this _____ day of _____, 2010 to become effective five (5) days after publication in the Official Journal.

derelict boat.revised 2

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2010-0168

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PARKS & RECREATION)
MARCUS M. LAMBERT, COUNCILMAN, DISTRICT VI**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Multiphase Project Contract for Engineering Services with S J B Group, LLC for the design of the Montz Park located at 17196 LA 628 in Montz.

WHEREAS, S J B Group, LLC has completed a Preliminary Master Plan for the Montz Park located at 17196 LA 628 in Montz; and,

WHEREAS, the 2010 Budget includes \$420,000.00 to begin improvements to the Montz Park; and,

WHEREAS, St. Charles Parish desires to provide for the phased design and construction of the Montz Park as funding becomes available.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Multiphase Project contract for Engineering Services with S J B Group, LLC, for the design of the Montz Park is hereby approved.

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

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

And the ordinance was declared adopted this _____ day of _____, 2010, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

MULTIPHASE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 20____, by and between ST. CHARLES PARISH, 15045 River Road, P. O. Box 302, Hahnville, LA 70057 acting herein by and through its Parish President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and SJB Group, LLC, P. O. Box 1751, Baton Rouge, LA 70821-1751, 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 Montz Park project as described in Ordinance No. _____ 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. The project will be implemented in phases and the Engineer 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.

1.1 A task order will be issued for each phase and shall specify the work to be performed, basis of payment, and time for completion. Each Task Order shall become an Addendum to and a part of this Contract in accordance with Exhibit A on page 19. The Owner may terminate the Contract or any Task Order by written notification and without cause per Section 7.0. Issuance of a Task Order will serve as the Owner's approval to begin a subsequent phase.

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 or phases. Implementation of each phase will not necessarily be done in the order listed. As this project progresses, phases may be deleted or added to complement achieving a successful project.

The development includes site preparation, utilities, 2 baseball/softball fields, 1 furnished with lighting, covered dugouts with slab and bleachers. Additional amenities include but will not be limited to walking path, tennis court, covered basketball court, picnic areas with pavilions, barbeque grills, bench seating, multi-use field, community center with indoor gymnasium, parking on two sides of the park, concession stand and meeting room. The estimated cost of the total project is, \$3,143,718.75, the work will be done in phases as funding becomes available.

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 a task order authorization to proceed 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 Task Order Conceptual Design

2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the task order phase of 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 task order phase 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 – if task orders are interrelated.
- Task Order project schedule. Schedule will include all aspects of the project/task order from conceptual design to project closure.
- Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing. Engineer shall also determine if more than one permit will be required for subsequent Task Orders and a cost effective process to minimize multiple permit expenses.
- 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 the Owner within 30 days or as otherwise stated in the task order authorization.

- 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 and Task Order project schedules in Microsoft Project format.

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

2.3 Task Order Design Memorandum

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 – if task orders are interrelated.
- Updated Task Order project 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 task order 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 an 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 task order authorization.

- 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 and Task Order project schedules 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 Task Order Final Design

- 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 task order 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 and Task Order project schedules 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 Task Order Bidding

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) 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 B on page 20, attached hereto and made a part hereof, for presentation and execution.

2.6 Task Order Construction

- 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 there under 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 Task Order Close-out and Facility Operation

The Engineer shall:

2.7.1 Provide start-up services for the new facility.

2.7.2 Prepare training materials and provide training of Owner's staff to operate and maintain the new equipment if specified in the Task Order. Training will consist of classroom and hands-on training using the installed equipment.

2.7.3 Assemble required sets of equipment manufacturer's operation and maintenance manuals if specified in the Task Order.

2.7.4 Assemble required sets of approved shop drawings in proper order if specified in the Task Order.

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 Task Order.

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 sub consultants 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, a lump sum estimate by the Engineer, or billable hours for a not to exceed amount according to rates in Exhibit D on page 22. Compensation type will be stated in the Task Order. If the percentage of construction method is to be used, the fee shall be determined by referring to curve A on page 21 (Exhibit C) 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.

4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.

4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.

4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Task Order Conceptual Design, 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 Task Order Design Memorandum, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Task Order Final Design, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Sections 2.5 Task Order Bidding, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Task Order Construction, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Task Order Close-out and Facility Operation, Paragraphs

2.7.1 through 2.7.9 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, Task Order Conceptual Design, 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 Task Order Design Memorandum, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Task Order Final Design, 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 Task Order, or any portion thereof, is not completed 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 D on page 22 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be 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 D on page 22 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours for a not to exceed amount or lump sum.

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 sub consultants, 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 Task Order 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 Task Order 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 Task Order 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 or any Task Order 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 agreed delivery dates or authorized extensions pertaining to Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures.

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 a task order designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES:

ST. CHARLES PARISH

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

WITNESSES:

SJB Group, LLC

EXHIBIT A

TASK ORDER

ST.CHARLES PHASED DELIVERY TYPE CONTRACT

Is hereby attached to and is part of the
**CONTRACT FOR ENGINEERING SERVICES BETWEEN
ST. CHARLES PARISH AND SJB Group, LLC**
as described in Ordinance No. _____

TASK ORDER No. _____ **- 1,2,3,etc**

TASK ORDER DESCRIPTION

Provide a description of the task order:
Existing Condition
Purpose of Task Order
Proposed Improvements
Estimated Project Budget if applicable

SCOPE OF SERVICES

Engineering and Construction Services
Section 2.2 – 2.4 Conceptual, Preliminary, and Final Design – Construction Management
Section 2.5 – 2.8 Bidding, Construction/Close Out, Resident Engineer/Inspection – Management of bidding, construction and inspection of services rendered

COMPENSATION

Engineering Services
Reference section 4.0 and specify type of compensation – percentage of construction cost curve, lump sum, or not to exceed billable hours.

Additional Services
Reference section 4.2 and specify type of compensation – lump sum or not to exceed billable hours.

Additional Engineering
Reference section 4.2.4 and specify type of compensation – lump sum or not to exceed billable hours.

If you agree with the Scope of Services, and Compensation as outlined herein, please indicate your acceptance by signing on the line provided below, dating and returning a copy to our office.

SJB Group, LLC

ST CHARLES PARISH

Duane P. Foret
Director of Parks and Recreation

Date

Date

EXHIBIT B

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 stationary is acceptable as long as it follows the wording of St Charles Parish's standard form (section 00485).
- Original signed agreement (section 00500) and not dated. Document will be dated when Parish President signs agreement. Contract price must agree with Bid Form amount. Blanks in article 7 must also be completed. All books must have an originally signed document.
- Original Performance and Payment Bond (section 00610) completed, signed, dated, and sealed. The date on page 00610-1 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 C

EXHIBIT B

CONSULTING ENGINEERING

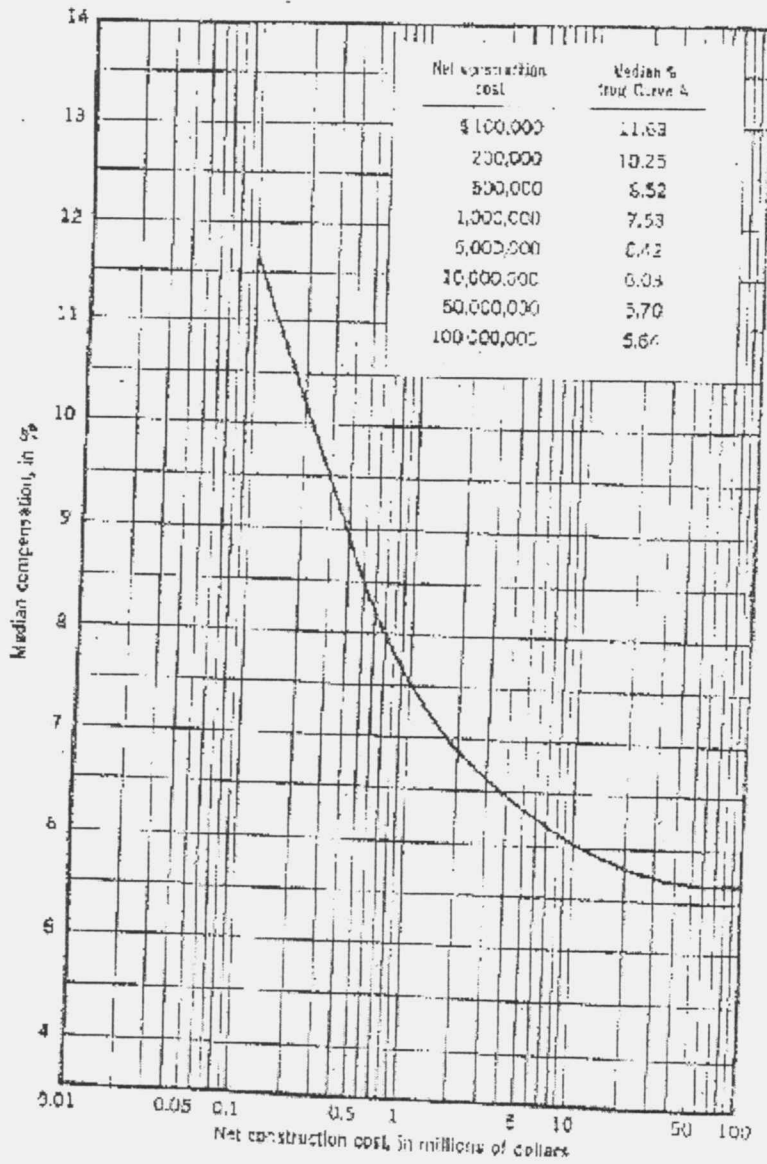


FIG. 1.—CURVE A. MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1959)

EXHIBIT D



General Rate Sheet – Effective August 1, 2009

GENERAL ENGINEERING RATES

Principal	\$270.00/Hour
Engineering Manager	\$190.00/Hour
Senior Engineer	\$160.00/Hour
Engineer III / Project Manager III	\$145.00/Hour
Engineer II / Project Manager II	\$130.00/Hour
Engineer I / Project Manager I	\$115.00/Hour
Project Engineer	\$ 85.00/Hour
Engineer Intern	\$ 45.00/Hour
Senior Designer/ Planner	\$ 97.00/Hour
Designer II/ Planner II	\$ 90.00/Hour
Senior Landscape Architect	\$125.00/Hour
Landscape Architect III	\$ 90.00/Hour
Landscape Architect II	\$ 75.00/Hour
Landscape Architect I	\$ 67.00/Hour
Landscape Architect Intern	\$ 45.00/Hour
Senior Environmental Scientist	\$160.00/Hour
Environmental Scientist III	\$120.00/Hour
Environmental Scientist II	\$ 90.00/Hour
Environmental Scientist I	\$ 70.00/Hour
CAD IV / Designer I / Technician	\$ 72.50/Hour
CAD III	\$ 65.00/Hour
CAD II	\$ 50.00/Hour
CAD I	\$ 45.00/Hour

GENERAL SURVEYING RATES

One Man Crew	\$ 80.00/Hour
Two Man Crew	\$130.00/Hour
Three Man Crew	\$170.00/Hour
Four Man Crew	\$190.00/Hour
Reg. Land Surveyor/Survey Mgr.	\$187.50/Hour
Reg. Land Surveyor/Senior Project Mgr.	\$130.00/Hour
Project Manager II	\$110.00/Hour
Project Manager I	\$ 85.00/Hour
CAD IV / Designer / Technician	\$ 75.00/Hour
CAD III	\$ 65.00/Hour
CAD II	\$ 50.00/Hour
CAD I	\$ 42.50/Hour
GPS Equipment (Base and Rover)	\$250.00/Day
(1) ATV (minimum 4 hours)	\$ 20.00/Hour
Mileage	\$ 0.65/Mile
Per Diem (If applicable)	Negotiated
Boat & Motor	\$125.00/Day

Hazardous Waste Surveying

Level A/B/C/D - Three Man Crew	Negotiated
--------------------------------	------------

Surveying rates include instruments, tools, vehicles, stakes, and irons, excluding costs for GPS equipment, ATVs, or materials for construction and/or subdivision stake outs. All are portal to portal.

GENERAL CONSTRUCTION SERVICES RATES

Construction Services Manager	\$170.00/Hour
Construction Services Senior Engineer	\$160.00/Hour
Construction Services Project Manager III	\$ 115.00/Hour
Construction Services Project Manager II	\$ 90.00/Hour
Construction Services Project Manager I	\$ 80.00/Hour
Construction Inspector IV/ Designer/Technician	\$ 80.00/Hour
Construction Inspector III	\$ 62.50/Hour
Construction Inspector II	\$ 55.00/Hour
Construction Inspector I	\$ 50.00/Hour
Video Camera	\$ 10.00/Day
Mileage	\$ 0.65/Mile

REAL ESTATE SERVICES RATES

Real Estate Services Manager	\$145.00/Hour
Senior Real Estate Specialist	\$ 85.00/Hour

All rates provided herein do not apply to any time related to trial preparation, depositions, and testimony. These services shall be quoted as a day rate with a retainer paid in advance.

TERMS NET 15

Y:\SJB Group\Forms\RateSchedule 0809 Logo TEMPLATE.doc

GENERAL ADMINISTRATIVE RATES

Certified Public Accountant	\$120.00/Hour
Network Administrator	\$110.00/Hour
Administrative II	\$ 55.00/Hour
Administrative I	\$ 48.50/Hour
Clerical II	\$ 42.50/Hour
Clerical I	\$ 40.00/Hour
Notarial Signing	\$ 50.00/Each

EXPENSES

Prints - Bond Paper	\$ 0.15/sq. ft.
Prints - Vellum	\$ 0.50/sq. ft.
Prints - Color, Ltr, Lgl, Single Side	\$ 0.30/Sheet
Prints - Color, Ltr, Lgl, Double Sided	\$ 0.60/Sheet
Prints - Color, 11 x 17, Single Single	\$ 0.60/Sheet
Prints - Color, 11 x 17, Double Sided	\$ 1.20/Sheet

Any subconsultant and direct expenses not included in the above schedule will be subject to a ten percent (10%) service fee. These items will normally include geotechnical and wetlands investigations; electrical, mechanical, and architectural subconsultants; aerial photography, scanning and copying services; extraordinary clerical supplies, etc.

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/22/09

PRODUCER 1-225-292-3515 Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive Suite 200 Baton Rouge, LA 70810 Fax: 225-292-3893	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED BJB Group, LLC P O Box 1751 Baton Rouge, LA 70821	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A AMERICAN CAS CO OF BREADING PA</td> <td>20427</td> </tr> <tr> <td>INSURER B NATIONAL FIRE INS CO OF HARTFORD</td> <td>20478</td> </tr> <tr> <td>INSURER C CONTINENTAL CAS CO</td> <td>20443</td> </tr> <tr> <td>INSURER D LOUISIANA WORKERS COMP BORD</td> <td>22350</td> </tr> <tr> <td>INSURER E CATLIN INS CO</td> <td>18518</td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A AMERICAN CAS CO OF BREADING PA	20427	INSURER B NATIONAL FIRE INS CO OF HARTFORD	20478	INSURER C CONTINENTAL CAS CO	20443	INSURER D LOUISIANA WORKERS COMP BORD	22350	INSURER E CATLIN INS CO	18518
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INSURER A AMERICAN CAS CO OF BREADING PA	20427												
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INSURER C CONTINENTAL CAS CO	20443												
INSURER D LOUISIANA WORKERS COMP BORD	22350												
INSURER E CATLIN INS CO	18518												

COVERAGES
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK	ADDITIONAL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKLT WOS <input checked="" type="checkbox"/> BLKLT A/I GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4017563069	06/30/09	06/30/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMMP/OP AGG \$ 2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Comp. Ded: \$250 <input checked="" type="checkbox"/> Coll. Ded: \$500	4017563234 Blklt A/I & WOS	06/30/09	06/30/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	4017564027*	06/30/09	06/30/10	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ \$
D		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	78043 BLKLT WOS	01/01/10	01/01/11	<input checked="" type="checkbox"/> W/ STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER Professional Liab.	AED936981210	12/23/09	12/23/10	Per Claim Aggregate 1,000,000 each

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is added as Additional Insured and Blanket Waiver of Subrogation per SR146968A 0106 as required by written contract. *EXCESS IS NOT OVER PROFESSIONAL LIABILITY. **See Supplement for Equipment Coverage

CERTIFICATE HOLDER BJB Group LLC Attn: Kim Townsend P O Box 1751 Baton Rouge, LA 70821-1751	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE _____
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2010-0169

**INTRODUCED BY: MARCUS M. LAMBERT, COUNCILMAN, DISTRICT VI
WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III**

RESOLUTION NO. _____

A resolution requesting the Louisiana Department of Transportation and Development install "Do Not Block the Turn Lane" sign and all corresponding striping at 12609 Airline Drive, Destrehan, La.

WHEREAS, vehicles turning east from business in this vicinity block the turn lane, prohibiting vehicles access until the light changes.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request the Louisiana Department of Transportation and Development install "Do Not Block the Turn Lane" sign and all corresponding striping at 12609 Airline Drive, Destrehan, La.

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

And the resolution was declared adopted this _____ day of _____, 2010 to become effective five (5) days after publication in the Official Journal.

signage and striping at 12609 Airline Drive - Velerio Gas Station

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2010-0172

INTRODUCED BY: DENNIS NUSS, COUNCILMAN, DISTRICT VII
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A
WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III
MARCUS M. LAMBERT, COUNCILMAN, DISTRICT VI

RESOLUTION NO. _____

A "Resolution of Concern" regarding the shifting of public services from Federal and State agencies to public libraries with no compensation for the added space, staff, technology, and training needed for libraries to meet the needs of Federal and State agency clients.

WHEREAS, Louisiana's public libraries have a long and proud heritage of service in providing information, education, and recreation to all; and,

WHEREAS, Federal Government agencies such as Internal Revenue, Census Bureau, and Health and Human Services are shifting responsibilities to local libraries to provide online client access points; and,

WHEREAS, State agencies such as the Louisiana Department of Revenue, Department of Motor Vehicles, Louisiana Workforce Commission, Division of Motor Vehicles, and Department of Social Services are recommending public libraries as client access points for agency services; and,

WHEREAS, no compensation has been offered to public libraries to help meet the demand for additional space, additional computers, Internet access, additional bandwidth, additional training, or additional staff to help meet the needs of Federal and State agency clients; and,

WHEREAS, the State of Louisiana has repeatedly reduced the budget of the State Library of Louisiana, resulting in public libraries shouldering additional costs for administrative and staff training, Internet access, and research databases; and,

WHEREAS, this shift in the delivery of Federal and State government services to local public libraries is changing the traditional model of public library service and forcing the burden of providing Federal and State services upon the local taxpayers through support of their local libraries; and,

WHEREAS, libraries do not have the space, staff, technological resources, or specialized training to deliver these services *in addition to the traditional library services that are expected by local taxpayers.*

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby registers their concerns and respectfully requests that Federal and State government agencies refrain from shifting their responsibilities for serving their clients to public libraries until such time as they can also provide additional library funding to cover the costs of additional staff, space, training, computers, printers and supplies, Internet access and increased bandwidth to help libraries provide these additional services.

AND, THEREFORE BE IT FURTHER RESOLVED, that the budget of the State Library of Louisiana be restored by \$2,946,634 for the fiscal year 2010-2011 in order to adequately provide for the needs of State government as well as the continued provision of services to the people of the State through their public libraries.

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

And the resolution was declared adopted this _____ day of _____, 2010 become effective five (5) days after publication in the Official Journal.

Library Resolution of Concern

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2010-0173

**INTRODUCED BY: ST. CHARLES PARISH COUNCIL
RESOLUTION NO. _____**

A resolution authorizing the issuance of a Special License to West St. John High School Band Booster Club to conduct a Super Bingo.

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

WHEREAS, Section II.D. of Ordinance 89-4-2 provides that the Parish Council may issue by resolution special licenses for the conduct of bingo sessions at which the total amount of prizes to be awarded shall not exceed twenty-five thousand dollars (\$25,000.00) in cash or other thing(s) of value.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the issuance of a Special License to West St. John High School Band Booster Club to conduct a Super Bingo on Thursday, June 3, 2010, with the total amount of prizes to be awarded not exceeding Fifteen Thousand dollars (\$15,000.00).

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

And the resolution was declared adopted this _____ day of _____, 2010, to become effective five (5) days after publication in the Official Journal.

SuperBingo-West St. John HS Band June 2010

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

APRIL 14, 2010

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

ATTN: BINGO COMMITTEE

RE: WEST ST. JOHN HIGH SCHOOL BAND BOOSTER CLUB
P. O. BOX 24
BOUTTE, LA 70039

PLEASE ALLOW OUR ORGANIZATION TO BE PLACED ON YOUR UPCOMING
BINGO AGENDA FOR THE APPROVAL TO SPONSOR A "SUPER BINGO"

SUPER BINGO PRIZE AMOUNT WILL NOT EXCEED A TOTAL OF \$15,000.00.
SPECIAL GAME WILL BE HELD ON THURSDAY, JUNE 3, 2010 FROM 5:00 PM
TO 11:00 PM.

ANY QUESTIONS ON THE ABOVE MENTIONED ---- PLEASE CALL: MONNA
GREEN AT (985) 956-2911.

THANKING YOU FOR YOUR PROMPT ATTENTION TO THE ABOVE.

SINCERELY,



MONNA GREEN
SESSION MANAGER

2010-0174

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

RESOLUTION NO. _____

A resolution adopting a Louisiana Compliance Questionnaire as a required part of St. Charles Parish's annual financial and compliance audit.

WHEREAS, The Legislative Auditor requires that a Louisiana Compliance Questionnaire be completed by the Parish and adopted by the Parish Council; and,

WHEREAS, The questionnaire must be presented to the auditor at the beginning of the annual audit; and,

WHEREAS, The auditor will test the accuracy of the response to the questionnaire during the course of his audit.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby resolve that the attached Louisiana Compliance Questionnaire for St. Charles Parish be and is hereby adopted.

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

And the resolution was declared adopted this _____ day of _____, 2010, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

LOUISIANA COMPLIANCE QUESTIONNAIRE

May 5, 2010

Stagni & Company, LLC
11 James Blvd., Suite 210
St. Rose, LA 70087

In connection with your audit of our financial statements of the Parish of St Charles for the year ended December 31, 2009 for the purpose of expressing an opinion as to the fair presentation of our financial statements in accordance with generally accepted accounting principles, to assess our system of internal control as a part of your audit, and to review our compliance with applicable laws and regulations, we confirm, to the best of our knowledge and belief, the following representations. These representations are based on the information available to us as of May 4, 2010.

PART I. AGENCY PROFILE

1. Name and address of the organization.
Parish of St. Charles
P. O. Box 302
Hahnville, LA 70057
2. List the population of the municipality or parish based upon the last official United States Census or most recent official census (municipalities and police juries only). Include the source of the information.
Estimated Population: 51,615 Source: Treasurer of the State of Louisiana
3. List names, addresses, and telephone numbers of entity officials. [Include elected/appointed members of the governing board, chief executive and fiscal officer, and legal counsel.]

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
V. J. St. Pierre, Jr.	Parish President	41 Elmwood Drive Destrehan, LA 70047	(W)985-783-5000 (H) 985-764-9383
Carolyn K. Schexnaydre	Councilman at Large, Division A	269 Schexnaydre Lane Destrehan, LA 70047	(H) 985-307-0814
Terry Authement	Councilman at Large, Division B	102 Angel Drive Boutte, LA 70039	(H) 985-306-0180

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>	<u>PHONE NUMBER</u>
Billy Raymond, Sr.	Councilman District I	520 Courthouse Lane Hahnville, LA 70057	(H) 985-308-1239
Shelley M. Tastet	Councilman District II	11 Cathy Drive Luling, LA 70070	(H) 985-308-1234
Wendy Benedetto	Councilman District III	12 W. Woodlawn Dr. Destrehan, LA 70047	(H) 985-307-0350
Paul J. Hogan	Councilman District IV	101 Cadow Street Paradis, LA 70080	(H) 985-306-0085
Larry Cochran	Councilwoman District V	114 Oaklawn Ridge St. Rose, LA 70087	(H) 504-305-0179
Marcus M. Lambert	Councilman District VI	200 Edgewood Drive Montz, LA 70068	(H) 985-287-0192
Dennis Nuss	Councilman District VII	127 Braden Drive Luling, LA 70070	(H) 985-308-1237
Barbara Jacob-Tucker	Council Secretary	118 W. Easy Street New Sarpy, LA 70078	(W)985-783-5000 (H) 985-764-6695
Grant M. Dussom	Finance Director	140 Carrollton Ave. Metairie, LA 70005	(W)985- 783-5000 (H) 504-838-7115
Leon C. Vial, III	Legal Director	124 Lowe Street Hahnville, LA 70057	(W)985- 783-5013 (H) 985-783-2270

4. Period of time covered by this questionnaire:
From January 1, 2009 to December 31, 2009
5. The entity has been organized under the following provisions of the Louisiana Revised Statute(s) (R.S.) and, if applicable, local resolutions/ordinances.
Article VI of the Louisiana State Constitution
6. Briefly describe the public services provided:
Local governmental services
7. Expiration date of current elected/appointed officials' terms.
January 2012

LEGAL COMPLIANCE

PART II. PUBLIC BID LAW

8. The provisions of the public bid law, R.S. Title 38:2211-2296, and where applicable, the regulations of the Division of Administration, State Purchasing Office have been complied with.
 - A. All public works purchases exceeding \$100,000 have been publicly bid.
Yes No
 - B. All material and supply purchases exceeding \$20,000 have been publicly bid.
Yes No

PART III. CODE OF ETHICS LAW FOR PUBLIC OFFICIALS AND PUBLIC EMPLOYEES

9. It is true that no employees or officials have accepted anything of value, whether in the form of a service, a loan, or promise, from anyone that would constitute a violation of R.S. 42:1101-1124.
Yes No
10. It is true that no member of the immediate family of any member of the governing authority, or the chief executive of the governmental entity, has been employed by the governmental entity after April 1, 1980 under circumstances that would constitute a violation of R.S. 42:1119.
Yes No

PART IV. LAWS AFFECTING BUDGETING

11. We have complied with the budgeting requirements of the Local Government Budget Act (R.S. 39:1301-16) R.S. 39:33, or R.S. 39:1331-1342, as applicable:
- A. Local Budget Act
1. We have adopted a budget for the General Fund and all special revenue funds (R.S. 39:1305).
 2. The chief executive officer, or equivalent, has prepared a proposed budget that included a budget message, a proposed budget for the General Fund and each special revenue fund, and a budget adoption instrument that specified the chief executive's authority to make budgetary amendments without approval of the governing authority. Furthermore, the proposed expenditures did not exceed estimated funds to be available during the period (R.S. 39:1305).
 3. The proposed budget was submitted to the governing authority and made available for public inspection at least 15 days prior to the beginning of the budget year (R.S. 39:1306).
 4. To the extent that proposed expenditures were greater than \$500,000, we have made the budget available for public inspection and have advertised its availability in our official journal. The advertisement included the date, time, and place of the public hearing on the budget. Notice has also been published certifying that all actions required by the Local Government Budget Act have been completed (R.S. 39:1307).
 5. If required, the proposed budget was made available for public inspection at the location required by R.S. 39:1308.
 6. All action necessary to adopt and finalize the budget was completed prior to the date required by state law. The adopted budget contained the same information as that required for the proposed budget (R.S. 39:1309).
 7. After adoption, a certified copy of the budget has been retained by the chief executive officer or equivalent officer (R.S. 39:1309).
 8. To the extent that proposed expenditures were greater than \$500,000, the chief executive officer or equivalent notified the governing authority in writing during the year when actual receipts plus projected revenue collections for the year failed to meet budgeted revenues

by five percent or more, or when actual expenditures plus projected expenditures to year end exceeded budgeted expenditures by five percent or more (R.S. 39:1311).

9. The governing authority has amended its budget when notified, as provided by R.S. 39:1311. (Note, general and special revenue fund budgets should be amended, regardless of the amount of expenditures in the fund, when actual receipts plus projected revenue collections for the year fail to meet budgeted revenues by five percent or more; or when actual expenditures plus projected expenditures to year end exceed budgeted expenditures by five percent or more. State law exempts from the amendment requirements special revenue funds with anticipated expenditures of \$500,000 or less, and exempts special revenue funds whose revenues are expenditure-driven—primarily federal funds—from the requirement to amend revenues.)

Yes No

B. State Budget Requirements

1. The state agency has complied with the budgetary requirements of R.S. 39:33.

Yes No

C. Licensing Boards

1. The licensing board has complied with the budgetary requirements of R.S. 39:1331-1342.

Yes No

PART V. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING LAWS

12. We have maintained our accounting records in such a manner as to provide evidence of legal compliance and the preparation of annual financial statements to comply with R.S. 24:513 and 515, and/or 33:463.

Yes No

13. All non-exempt governmental records are available as a public record and have been retained for at least three years, as required by R.S. 44:1, 44:7, 44:31, and 44:36.

Yes No

14. We have filed our annual financial statements in accordance with R.S. 24:514, and 33:463 where applicable.

Yes No

15. We have had our financial statements audited in a timely manner in accordance with R.S. 24:513.

Yes No

PART VI. MEETINGS

We have complied with the provisions of the Open Meetings Law, provided in R.S. 42:1 through 42:13.

Yes No

PART VII. ASSET MANAGEMENT LAWS

16. We have maintained records of our fixed assets and movable property records, as required by R.S. 24:515 and/or 39:321-332, as applicable.
 Yes No

PART VIII. FISCAL AGENCY AND CASH MANAGEMENT LAWS

17. We have complied with the fiscal agency and cash management requirements of R.S. 39:1211-45 and 49:301-327, as applicable.
 Yes No

PART IX. DEBT RESTRICTION LAWS

18. It is true we have not incurred any long-term indebtedness without the approval of the State Bond Commission, as provided by Article VII, Section 8 of the 1974 Louisiana Constitution, Article VI, Section 33 of the 1974 Louisiana Constitution, and R.S. 39:1410.60-1410.65.
 Yes No
19. We have complied with the debt limitation requirements of state law (R.S. 39:562).
 Yes No
20. We have complied with the reporting requirements relating to the Fiscal Review Committee of the State Bond Commission (R.S. 39:1351).
 Yes No

PART X. REVENUE AND EXPENDITURE RESTRICTION LAWS

21. We have restricted the collections and expenditures of revenues to those amounts authorized by Louisiana statutes, tax propositions, and budget ordinances.
 Yes No
22. It is true we have not advanced wages or salaries to employees or paid bonuses in violation of Article VII, Section 14 of the 1974 Louisiana Constitution, R.S. 14:138, and AG opinion 79-729.
 Yes No
23. It is true that no property or things of value have been loaned, pledged, or granted to anyone in violation of Article VII, Section 14 of the 1974 Louisiana Constitution.
 Yes No

PART XI. QUESTIONS FOR SPECIFIC GOVERNMENTAL UNITSPolice Juries

24. We have adopted a system of road administration that provides as follows:
- A. Approval of the governing authority of all expenditures, R.S. 48:755(A).
 - B. Development of a capital improvement program on a selective basis, R.S. 48:755.

- C. Centralized purchasing of equipment and supplies, R.S. 48:755.
- D. Centralized accounting, R.S. 48:755.
- E. A construction program based on engineering plans and inspections, R.S. 48:755.
- F. Selective maintenance program, R.S. 48:755.
- G. Annual certification of compliance to the auditor, R.S. 48:758.
Yes No

Libraries

- 25. We have complied with the regulations of the Louisiana State Library.
Yes No

Sewerage Districts

- 26. We have complied with the statutory requirements of R.S. 33:3881-4159.10.
Yes No

Waterworks Districts

- 27. We have complied with the statutory requirements of R.S. 33:3811-3837.
Yes No

Drainage and Irrigation Districts

- 28. We have complied with the statutory requirements of R.S. 38:1601-1707 (Drainage Districts); R.S. 38:1751-1921 (Gravity Drainage Districts); R.S. 38:1991-2048 (Levee and Drainage Districts); or R.S. 38-2101-2123 (Irrigation Districts), as appropriate.
Yes No

Other Special Districts

- 29. We have complied with those specific statutory requirements of state law applicable to Communications Districts.
Yes No

The previous responses have been made to the best of our belief and knowledge.

President _____ Date _____

Council Chairman _____ Date _____

Finance Director _____ Date _____

2010-0070

RESOLUTION NO. _____

A resolution appointing a member to the South Central Louisiana Solid Waste District.

WHEREAS, There exists a vacancy on the **SOUTH CENTRAL LOUISIANA SOLID WASTE DISTRICT** due to the resignation of Marcus M. Lambert on January 27, 2010; and,

WHEREAS, The Council is desirous of filling this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that _____ be appointed

to fill unexpired term on the **SOUTH CENTRAL LOUISIANA SOLID WASTE DISTRICT**; and,

BE IT FURTHER RESOLVED, that this appointment shall be effective **IMMEDIATELY** and terminate **JANUARY 9, 2012**.

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

And the resolution was declared adopted this _____ day of _____, 2010, to become effective five (5) days after publication in the Official Journal.

APPOINT Solid Waste District (unexpired)

CHAIRMAN: _____

SECRETARY: _____

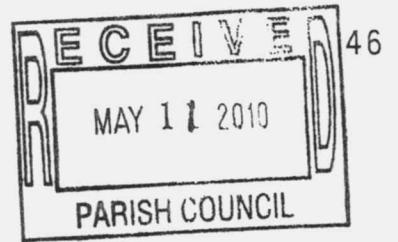
DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____



ST. CHARLES PARISH COUNCIL
CONFIRMATION QUESTIONNAIRE

IN CONSIDERATION FOR
APPOINTMENT TO
South Central Louisiana
Solid Waste District
Board or Commission

Note: Each question must be answered completely in order for the appointment to be considered. Incomplete questionnaires shall be returned to appointees for completion.

1. Name: Amanda Palamone

Home Telephone: 985 3080685 Business Telephone: 504 600 0876
(TELEPHONE NUMBERS WILL NOT BE MADE PUBLIC IF YOU SPECIFY)

2. Address: Current resident address: 577 Cypress Drive, Luling, La 70070

Mailing address: "

3. Date of birth: 02/07/1992 Place of birth: Metairie, LA

4. Education: List institutions, dates attended, degree received, and date granted:
Hahnville High School, 06-10', High School
Diploma, 5/21/10

5. Employment Record: List all positions held since High School or College, including the title or description of job, name of employer, location of work, and dates of inclusive employment:
Waitress; Saltfish; Luling, LA; 2/10' - present

6. Government Experiences: List any experience in or association with federal, state, or local governments, including advisory, consultative, honorary, or part-time service or positions:

7. Current Offices/Employment:

Complete the following chart for all current elective or appointive, full-time or part-time offices or employment. O/E (office/employment); G.N. (governmental entity); E/A (elective/appointive); F/P (full-time/part-time). If part-time office or employment, please give number of hours worked per week.

O/E	G.N.	E/A	F/P
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. Honors and Awards: List all scholarships, fellowships, honorary society, memberships, and any other special recognitions for outstanding service or achievement:

Jackson Scholarship, Privateer Merit Award;
Spanish Honor Society; Founder and
President of Green Club at Hahnville High

9. State what, in your opinion, qualifies you to serve in the particular position to which you have been nominated.

I believe my past experience supervising the
Hahnville High Green Club qualifies me to serve
as a member of the South Central Louisiana
Solid Waste District.

10. Have you read this state's governmental ethics law?

yes

11. Are you aware of a law requiring your confirmation?

yes

12. Are you in any way related to any member of the Council or the Parish President? If so, state the relationship.

no

13. Explain in writing how you will resolve any present or potential conflict of interest.

As an incoming freshman at UNO, I see no potential
conflict of interest.

14. If you, personally, or any business enterprise which you have an interest of 10% or greater, has received income in excess of \$5,000 from St. Charles Parish (excluding retirement income), please list the source(s) and the amount(s) received in the previous 2 calendar years and the amount(s) to date in the current calendar year:

15. What will be your connections with your present employer, business firm, associations, or organizations if you are appointed to this Board

I will have no connections other than a resident
of St Charles Parish.

16. Are you involved in any pending or past Litigation against St. Charles Parish and / or any Political Subdivision thereof?

no

I HEREBY CERTIFY THAT ALL ANSWERS TO QUESTIONS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Amanda Salamore
Appointee's Signature

5/10/10
Date

Summary of Attorney General Opinion No. 82-648 dated August 16, 1982:

Inquiry on whether the "Confirmation Questionnaire" adopted by the St. Charles Parish Council for use in selecting persons to represent the Parish Council on local boards and commissions would be available to the public by virtue of the Louisiana Public Records Act.

Summary

It is the opinion of this office that applications of public appointees should generally be shielded in toto if appointments are not made and the records are not used by the public body. If selected, data including addresses, date of birth, education, current and former employment, government experience, and other information concerning job suitability may be disclosed. Financial disclosure of assets received by the appointee or his business interests from public sources may be required. Telephone numbers need not be disclosed. Marital status and organizational memberships should be excised.

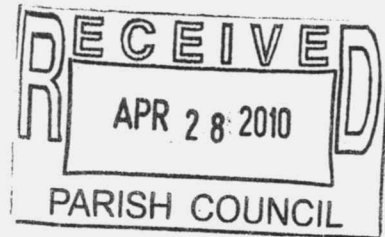
Please return by mail to: Council Secretary
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057

or

Hand deliver to: Council Secretary
St. Charles Parish Courthouse
15045 River Road
Hahnville, LA 70057

2010-0176

Theron Dufrene
140 Scarlett Lane
Montz, La 70068



Planning and Zoning Commissioner District 6

St. Charles Parish

Date: 04/21/2010

Mr. Lambert

Please accept this as formal notice of my resignation from the position of Planning and Zoning Commissioner, District 6 effective May 1st 2010. My reason for resigning is due to not being able to devote the time needed to represent District 6 appropriately.

While I believe that I am resigning for a good reason, I am sorry to leave, and I thank you for the opportunity to have served the parish as Commissioner.

Yours Sincerely

A handwritten signature in black ink, appearing to read "Theron Dufrene". The signature is fluid and cursive, with a large loop at the end.

Theron Dufrene

2010-0178

May 18, 2010

PUBLIC NOTICE

Applicants desiring to be considered for selection as Official Journal for the Parish Council of the Parish of St. Charles shall present the Secretary of the Council with a letter proposal containing a firm rate schedule based on a column inch 13 PICA's wide. Proposals must be received by 6:00 P.M., Monday, June 7, 2010, Council Chambers, Courthouse, Hahnville, at which time they shall be publicly opened and read.

PUBLISH: MAY 20, 2010

ST. CHARLES PARISH COUNCIL
OFFICIAL JOURNAL SELECTION PROCESS
2010

DATES

ACTIVITY

MAY 17

Authorize Public Notice to receive proposals for selection at June 7th meeting

MAY 20

Publish Notice seeking proposals

JUNE 7

- 1) Open Proposals
- 2) Appoint Official Journal

A motion was made by BRADLEY seconded by SIRMON
to adopt the following:

INTRODUCED BY: VICTOR E. BRADLEY, JR.
COUNCILMAN AT LARGE, DIVISION A

RESOLUTION NO. 3477

A resolution to establish a procedure
for publicly receiving and opening
proposals for selection of Official
Journal.

WHEREAS, the St. Charles Parish Council unofficially established
procedures for its annual selection of Official Journal
for the Parish of St. Charles; and

WHEREAS, letter proposals are presented to the office of the
Parish Council Secretary by applicants desiring to be
considered for selection; and

WHEREAS, public notice is given that proposals must be received by
the deadline established so that proposals may be
forwarded to Council members for review prior to
selection; and

WHEREAS, applicants have expressed an interest in being present
for the opening of the proposals.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST.
CHARLES PARISH COUNCIL do hereby establish the procedure of
publicly receiving and opening proposals for selection of Official
Journal at the Parish Council meeting immediately following the
deadline.

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

YEAS: BRADLEY, SIRMON, TREGRE, ROBERTS, TALBOT, SOMME', JOHNSON,
DUHE, DANFORD
NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 4th day of
June, 1990, to become effective five (5) days after
publication in the Official Journal.

ST Talbot
COUNCIL CHAIRMAN

Joan Bernard
SECRETARY

DELIVERED TO PARISH PRESIDENT 6-5-90

APPROVED: oh

DISAPPROVED: _____

Albert D. Lopez
PARISH PRESIDENT

RETURNED TO SECRETARY ON 6-5-90

AT 2:45 AM/PM

RECEIVED BY JB

same. All employees providing documents to the public shall complete the required invoice for proper billing at the time services are rendered. (Ord. No. 82-5-6, §§ I—III, 5-17-82; Ord. No. 85-10-2, §§ I, II, 10-7-85; Ord. No. 92-8-7, § I, 8-3-92; Ord. No. 93-3-16, § I, 3-22-93; Ord. No. 93-12-9, § I, 12-20-93; Ord. No. 95-6-7, § I, 6-5-95; Ord. No. 96-6-8, § 1, 6-18-96; Ord. No. 96-9-4, § 1, 9-9-96; Ord. No. 01-11-12, 11-5-01; Ord. No. 01-11-2, § I, 11-5-01; Ord. No. 01-11-3, § I, 11-5-01; Ord. No. 03-8-2, § I, 8-4-03; Ord. No. 06-9-7, § I, 9-18-06)

Sec. 2-3. Selection of parish journal.

(a) For the purpose of effectively selecting an official journal for the parish council, and upon official request of the council, the secretary to the parish council shall secure and present to the parish council those documents necessary for the consideration and selection of an official journal.

(b) In order to meet the qualifications necessary for the selection as official journal for the parish, the requirements of R.S. 43:141 through 43:149 shall be satisfied in all particulars. (Ord. No. 80-6-17, §§ 1—4, 6-25-80; Ord. No. 85-3-3, §§ III, IV, 3-4-85)

Sec. 2-4. Procedure to dedicate, or revoke dedication of street, canal, etc.

(a) A formal act of dedication shall be filed by any person requesting the parish council to accept for maintenance streets and drainage using the following format:

- (1) The act shall state the name of the person dedicating the street or drainage.
- (2) The act shall contain a description of the property in which the street or drainage is located.
- (3) The act shall state the name of the street, the width and length to be accepted.
- (4) All drainage ditches shall be properly marked with widths shown. The dedication shall spell out the width and length of each ditch.
- (5) Two (2) updated maps shall be submitted to accompany each act of dedication. These

maps shall give a description of the area including section, tract and range lines; name of subdivision, if applicable; date; civil engineer or surveyor; title; north point of compass and scale of map.

(b) Prior to a request for the parish to assume for maintenance any street or drainage, it shall be necessary for the parish engineers to certify that the street or drainage meets parish specifications.

(c) Acts of revocation on streets, drainage ditches or canals shall contain the same information as requested for acts of dedication and shall be accompanied by the submission of a subdivision plan which shall be executed through the local subdivision process, formally incorporating revoked properties into adjacent parcels.

(Code 1970, § 17-01; Ord. No. 93-12-4, § I, 12-6-93)

Sec. 2-5. Additional court costs in criminal proceedings.

Additional costs in the amount of one dollar (\$1.00) are hereby taxed on every defendant after trial in all criminal matters whether it be by finding them guilty, plea of guilty or forfeit of bond. Such sum shall be collected by the sheriff of the parish and remitted to the crime lab of Jefferson Parish on a monthly basis in accordance with the law.

(Code 1970, § 1-2)

State law reference—Courts costs authorized to support crime labs, R.S. 40:2266.1, 40:2266.2.

Sec. 2-6. Absences of justices of the peace and constables.

(a) *Notification required; penalty.* It shall be the duty of each justice of the peace and constable to officially notify the parish personnel officer by certified mail two (2) weeks prior to being temporarily absent from office for a period of time exceeding thirty (30) days. Failure to properly notify the personnel officer shall constitute an unauthorized absence from office and a violation of this section, which shall be punishable by a fine of twenty-five dollars (\$25.00) per day for each day of absence in violation of this section.

(b) *Compensation of replacement.* Should a justice of the peace or constable request the Supreme Court of Louisiana to temporarily assign a justice

St Charles
Herald-GUIDE
St. Charles Parish's News Source for over 120 years

May 26, 2009

St. Charles Parish Council
P.O. Box 302
Hahnville, LA 70052-0302

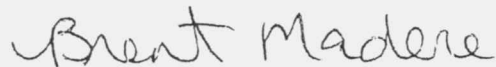
Dear Council Members:

St. Charles Herald-Guide hereby offers to continue its services as official journal of St. Charles Parish Council for the 12 months beginning July 1, 2009.

Our charge for publishing advertising will be \$2.96 per column inch for typeset legals and \$2.46 per column inch for photo-ready legals. These rates are within the range prescribed by the state for our column and type size. They are well below the lowest rates we charge businesses for advertising.

We look forward to serving your agencies as their official journal and welcome any suggestions that would allow for better processing of legal advertising. Thanks for the opportunity to serve you.

Sincerely,



Brent Madere
Advertising Director