



St. Charles Parish Meeting Minutes

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

Parish Council

Draft

*Council Chairman Larry Cochran
Councilmembers Carolyn K. Schexnaydre, Snookie Fauchaux,
Terrell D. Wilson, Shelley M. Tastet, Wendy Benedetto,
Paul J. Hogan, Traci A. Fletcher, Dennis Nuss*

Monday, December 03, 2012

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present: 9 - Carolyn K. Schexnaydre, Clayton 'Snookie' Fauchaux, Terrell D. Wilson, Shelley Tastet, Wendy Benedetto, Paul J. Hogan, Lawrence 'Larry' Cochran, Traci A. Fletcher, Dennis Nuss

Also Present: Parish President V.J. St. Pierre, Jr., Chief Operations Officer John Rusty" Walker, Chief Administrative Officer Timmy Vial, Legal Director Leon C. Vial, III, Public Works/Wastewater Director Sam Scholle, Finance Director Grant Dussom, Public Information Officer Renee Simpson, CZM Administrator Earl Matherne

CALL TO ORDER

PRAYER

*Bishop Otis Kenner
Faith Praise & Deliverance Temple*

PLEDGE

*Bishop Otis Kenner
Faith Praise & Deliverance Temple*

APPROVAL OF MINUTES

A motion was made by Councilmember Tastet, and seconded to approve the Minutes from the Regular Meeting of November 19, 2012. The motion carried by the following vote:

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

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 **2012-0423** (12/3/2012, Cochran)

Tribute: Honorable Dennis Nuss, Councilman, District VII

Read

- 2 **2012-0424** (12/3/2012, Benedetto)
 In Recognition: Councilman Dennis Nuss, 2012 Council Vice-Chairman
 Read

- 3 **2012-0425** (12/3/2012, Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran,
 Fletcher, Nuss)
 In Recognition: Monica Ann Williams
 Read

- 4 **2012-0426** (12/3/2012, Nuss)
 In Recognition: Robert Parker, Zoning Board of Adjustment
 Read

- 5 **2012-0421** (12/3/2012, St. Pierre, Jr., Bond Counsel)
 A resolution authorizing the call for redemption of the 2013 and 2014 maturities of
 the outstanding Sales Tax Revenue Bonds, Series 2004, of the Parish of St. Charles,
 State of Louisiana, and providing for other matters in connection therewith.

 Reported:
 Parish President Recommended: Approval

 Mr. Trevor Haynes, with Foley & Judell, L.L.P., introduced himself to the Council and
 Parish President.

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

**REPORTS (FINANCE AND ADMINISTRATIVE
ACTIVITIES)**

- 2012-0419** (12/3/2012)
 Information Technology/GIS

 Mr. Erik Dufrene reported on the Information Technology Department.
 Mr. Luis Martinez reported on GIS.

 Council Discussion
 Reported

- 2012-0420** (12/3/2012)
 Parish President Remarks/Report
 Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, DECEMBER 17, 2012, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2012-0422 (12/3/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend Ordinance No. 12-1-7 to extend the temporary Moratorium on the issuance of Taxicab Licenses (Certificates of Public Need and Convenience) in St. Charles Parish through June 30, 2013.

Publish/Scheduled PH

2012-0428 (12/3/2012, St. Pierre, Jr., Department of Emergency Preparedness)

An ordinance to approve and authorize the execution of a Professional Services Agreement between Vanguard Technologies Incorporated and St. Charles Parish to provide planning, design, specifications, procurement, project management, integration of equipment and maintenance services in the implementation of the St. Charles Parish Government Building Security Project.

Publish/Scheduled PH

2012-0429 (12/3/2012, Schexnaydre)

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "No Overnight Parking" signs on West B Street in Norco.

Publish/Scheduled PH

2012-0430 (12/3/2012, St. Pierre, Jr., Department of Finance)

An ordinance to amend the 2012 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Publish/Scheduled PH

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

2012-0395 (11/19/2012, Tastet)

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on Celia Drive in Luling to ten (10) miles per hour.

Reported:

Councilman Tastet Recommended: Approval

Speakers:

Ms. Julia Perrier, Luling

PH Requirements Satisfied

Discussion: to table File No. 2012-0395

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

Votes: Yea: 3 - Schexnaydre, Benedetto, Hogan
Nay: 6 - Faucheux, Wilson, Tastet, Cochran, Fletcher, Nuss

Amendment: to amend the proposed ordinance in the SUMMARY and in SECTION I. (a) to change ". Ten (10) Miles Per Hour. to read ". Fifteen (15) Miles Per Hour."

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

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

7 **2012-0395** (11/19/2012, Tastet)

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on Celia Drive in Luling to fifteen (15) miles per hour.

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

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

8 **2012-0414** (11/19/2012, St. Pierre, Jr., Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1 for S.P. H.009115, Federal Aid Project No. H009115, Beautification and Parish Boundary Signage; St. Charles Project No. 111001 to balance the quantities with actual quantities resulting in a decrease of \$2,000.

Reported:

Public Works Department Recommended: Approval

PH Requirements Satisfied

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

11 **2012-0415** (11/19/2012, St. Pierre, Jr., Coastal Zone Management Section)

An ordinance to approve and authorize the execution of a contract with Bertucci Contracting Company, LLC, for PO-42 West LaBranche Shoreline Protection Project, Coastal Impact Assistance Program, in the amount of \$2,777,100.00.

Reported:

C Z M Section Recommended: Approval

PH Requirements Satisfied

Council Discussion

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

-
- 17 **2012-0416** (11/19/2012, St. Pierre, Jr., Cochran, Chief Administrative Officer)
An ordinance to approve and authorize the execution of an Agreement with South Central Planning & Development Commission for the purpose of merging precincts in St. Charles Parish.
- Reported:*
Councilman Cochran Recommended: Approval
Chief Administrative Officer Recommended: Approval
- PH Requirements Satisfied**
- Council Discussion*
- Mr. Kevin Belanger, South Central Planning & Development Commission, spoke on the matter.*
- Votes:** Yea: 8 - Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Nuss
Nay: 0
Absent: 1 - Fletcher
- 21 **2012-0417** (11/19/2012, St. Pierre, Jr., Department of Finance)
An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2013 through 2015 in accordance with the Parish Transportation Act.
- Reported:*
Finance Department Recommended: Approval
- PH Requirements Satisfied**
- Votes:** Yea: 9 - Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Nuss
Nay: 0
- 23 **2012-0418** (11/19/2012, St. Pierre, Jr., Department of Public Works, Benedetto)
An ordinance to approve and authorize the execution of a contract with Advanced Quality Construction, Inc. for project P081102-4 Dunleith Canal Stabilization Ph3 in the amount of \$1,018,626.82.
- Reported:*
Public Works Department Recommended: Approval
Councilwoman Benedetto Recommended: Approval
- PH Requirements Satisfied**
- Council Discussion*
- Votes:** Yea: 9 - Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Nuss
Nay: 0

ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

ORDINANCES FOR RECONSIDERATION BY REASON OF THE PARISH PRESIDENT'S VETO

- 29 **2012-0206** (10/1/2012, St. Pierre, Jr., Department of Finance)
 An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2013.
 Discussion: to remove File No. 2012-0206 from the Table
 A motion was made by Councilmember Nuss, and seconded that this matter be Removed from the Table. The motion carried by the following vote:
 Votes: Yea: 8 - Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Nuss
 Nay: 1 - Schexnaydre
 Council Discussion
 Public Hearing previously satisfied.
 VOTE ON THE ORDINANCE NOTWITHSTANDING THE PARISH PRESIDENT'S VETO
 Votes: Yea: 6 - Faucheux, Wilson, Tastet, Benedetto, Cochran, Nuss
 Nay: 3 - Schexnaydre, Hogan, Fletcher
 Veto Overridden

APPOINTMENTS

- 2012-0332** (9/17/2012)
 A resolution to appoint a member to the St. Charles Parish Children and Youth Planning Board representing the criminal justice community.
 Discussion: to postpone indefinitely File No. 2012-0332
 A motion was made by Councilmember Tastet, and seconded that this matter be Postponed Indefinitely. The motion carried by the following vote:
 Votes: Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Nuss
 Nay: 0
- 2012-0335** (9/17/2012)
 A resolution to appoint a member to the St. Charles Parish Children and Youth Planning Board representing the faith-based community.
 Discussion: to postpone indefinitely File No. 2012-0335
 A motion was made by Councilmember Fletcher, and seconded that this matter be Postponed Indefinitely. The motion carried by the following vote:
 Votes: Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Nuss
 Nay: 0

32

2012-0380 (11/5/2012)

A resolution appointing Ms. LaSandra Gordon to the Zoning Board of Adjustment as the District I Representative.

VOTE ON THE APPOINTMENT OF MS. LASANDRA GORDON

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

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

2012-0381 (11/5/2012)

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

Nominee:

Councilwoman Benedetto nominated Mr. Timothy Benedetto

Nomination(s) Accepted

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

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

2012-0382 (11/5/2012)

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

Nominee:

Councilman Nuss nominated Mr. Dimitri Veltsos

Nomination(s) Accepted

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

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

2012-0407 (11/19/2012)

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

Nominee:

Councilman Hogan nominated Mr. Robert Price

Nomination(s) Accepted

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

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

2012-0411 (11/19/2012)

Council Ex-Officio Appointment of Councilman Clayton Faucheux to the Housing Authority

VOTE ON THE APPOINTMENT OF COUNCILMAN CLAYTON FAUCHEUX

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

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

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2012-0408 (11/19/2012)

Adopt 2013 Parish Council Meeting Schedule

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

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

2012-0409 (11/19/2012)

Accept Nominations and Confirm Nomination - Presiding Officer for 2013; Chairman, St. Charles Parish Council

Nominee:

Councilman Cochran nominated Councilwoman Benedetto

Nomination(s) Accepted

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

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

VOTE ON THE APPOINTMENT OF COUNCILWOMAN WENDY BENEDETTO

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

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

2012-0410 (11/19/2012)

Accept Nominations and Confirm Nomination - Presiding Officer for 2013; Vice-Chairman, St. Charles Parish Council

Nominee:

Councilwoman Benedetto nominated Councilman Cochran

Nomination(s) Accepted

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

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

VOTE ON THE APPOINTMENT OF COUNCILMAN LARRY COCHRAN

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

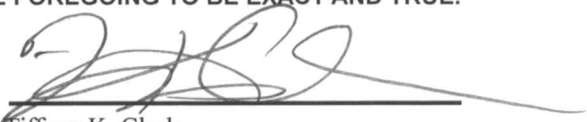
Votes: Yea: 9 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Nuss
Nay: 0

ADJOURNMENT

A motion was made by Councilmember Nuss, and seconded to adjourn the meeting at approximately 7:09 pm. The motion carried by the following vote:

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

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Tiffany K. Clark
Council Secretary

The Parish of St. Charles

December 3, 2012

TRIBUTE

District VII, Councilman **Dennis Nuss**, is a resident of Luling where he resides with his wife Lori Dufour Nuss and their two sons, Denton and Landen.

Councilman Nuss was first elected to the St. Charles Parish Council on November 17, 2007 as the District VII Councilman and was re-elected to a second term on October 22, 2011. He is a 1991 graduate of Archbishop Rummel High School and earned a Bachelor of Arts Degree in Communications in 1995 and Master of Arts Degree in Communications in 1997 at the University of New Orleans.

Councilman Nuss worked at Cytec Industries, Inc., for 15 years, 13 as Public Relations Manager. He has been Public Affairs Coordinator at Phillips 66 in Belle Chasse for 2 years, and has recently accepted a promotion to Advisor, Transportation / Commercial / Marketing Communications which necessitates his transfer to Houston, Texas.

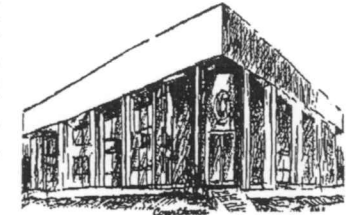
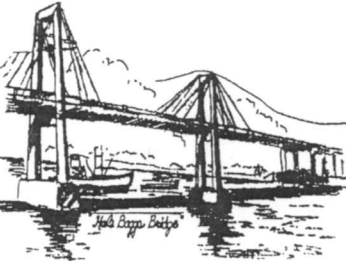
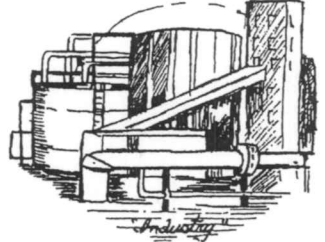
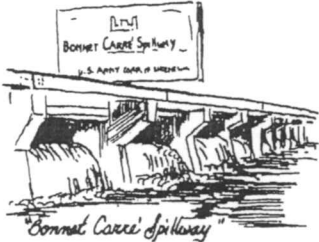
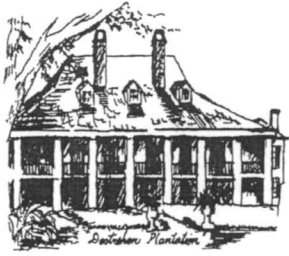
Councilman Nuss is past president and board member for the United Way of St. Charles, immediate past president for the local chapter of the Public Relations Society of America, and a graduate of the New Orleans Regional Leadership Institute Class of 2007.

Councilman Nuss served as Council Chairman in 2008 and 2011 and as Vice Chairman in 2012. He served as Chairman of the Special Projects/Public Safety, Health and Environmental Committee from 2008-2012, and as Chairman of the Hurricane Protection Projects Committee from April 2009-December 7, 2012. He also served as a member of the Operations, Maintenance and Construction Management Committee, Contract/Finance and Administrative Committee, Legislative Committee, Special Projects/Public Safety, Health and Environmental Committee, the Hurricane Protection Projects Committee, the South Central Louisiana Solid Waste District, ex-officio member of the Library Service District Board of Control, the Louisiana Police Jury Association, and the National Association of County Officials.

We want to thank **Councilman Nuss** for his dedication and service to the citizens of St. Charles Parish and to wish he and his family the best in all of their future endeavors.

COUNCILMAN DENNIS NUSS
ST. CHARLES PARISH, DISTRICT VII
JANUARY 14, 2008 - DECEMBER 7, 2012

"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
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V.J. St. Pierre, Jr.

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

Clayton Fauchoux, Jr.

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

Terrell D. Wilson

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

Shelley M. Tastet

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

Wendy Benedetto

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

Carolyn K. Schexnaydre

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

Paul J. Hogan

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

Larry Cochran

LARRY COCHRAN
COUNCILMAN, DISTRICT V

Traci A. Fletcher

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

Dennis Nuss

DENNIS NUSS
COUNCILMAN, DISTRICT VII

The Parish of St. Charles

December 3, 2012

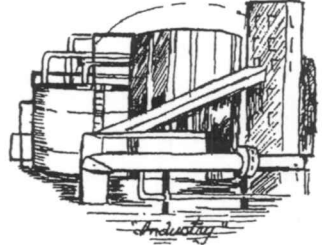
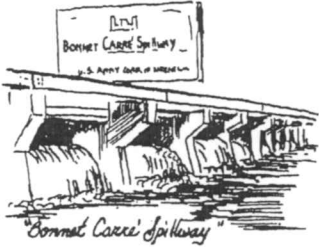


IN RECOGNITION OF SERVICE

DEEPLY APPRECIATES YOUR

YEAR OF COMMITMENT

AS

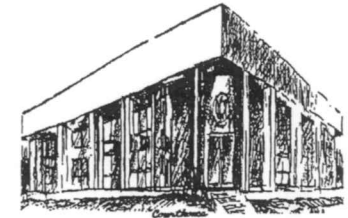


COUNCIL VICE - CHAIRMAN
OF THE
ST. CHARLES PARISH COUNCIL



January 9, 2012 – December 3, 2012

DENNIS NUSS



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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

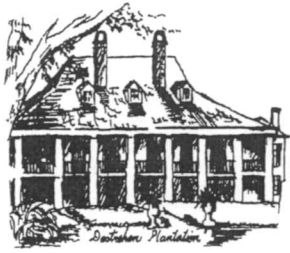
LARRY COCHRAN
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DENNIS NUSS
COUNCILMAN, DISTRICT VII

The Parish of St. Charles

December 3, 2012



IN RECOGNITION

OF

MONICA ANN WILLIAMS

ON HER

RETIREMENT

AS AN

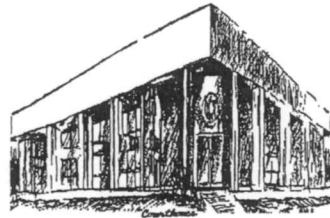
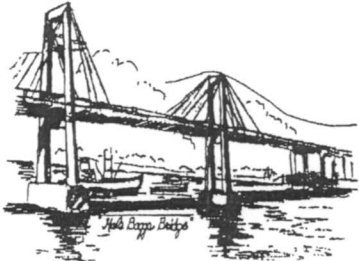
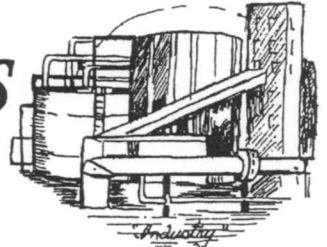
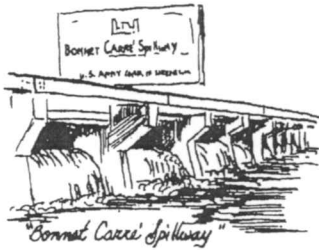
EMPLOYEE OF THE

ST. CHARLES PARISH COUNCIL

September 3, 1979 – November 10, 2012

"PARISH OF PLENTY"

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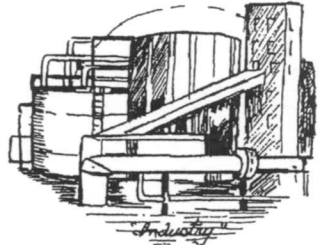
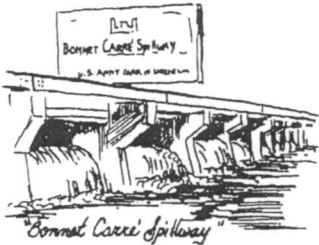
DENNIS NUSS
COUNCILMAN, DISTRICT VII

The Parish of St. Charles

December 3, 2012

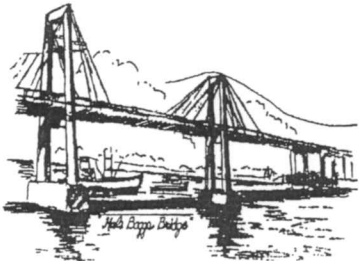


The St. Charles Parish Council
and the Parish President
Deeply Appreciate
Your Years of Service



ZONING BOARD OF ADJUSTMENT

April 2, 2007 – December 7, 2012



ROBERT PARKER

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COUNCILMAN, DISTRICT II

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

LARRY COCHRAN
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DENNIS NUSS
COUNCILMAN, DISTRICT VII

2012-0421

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(BOND COUNSEL)

RESOLUTION NO. 5954

A resolution authorizing the call for redemption of the 2013 and 2014 maturities of the outstanding Sales Tax Revenue Bonds, Series 2004, of the Parish of St. Charles, State of Louisiana, and providing for other matters in connection therewith.

BE IT RESOLVED by the St. Charles Parish Council, acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), that:

SECTION 1. The outstanding Sales Tax Revenue Bonds, Series 2004, of the Parish of St. Charles, State of Louisiana, dated August 1, 2004, maturing on August 1 of the years 2013 and 2014 (the "Refunded Bonds"), are hereby called for redemption on January 9, 2013, at 100.5% of the principal amount of each Refunded Bond so redeemed, together with accrued interest to the call date, all in accordance with the ordinance adopted by the St. Charles Parish Council on June 21, 2004, authorizing the issuance of said issue of Bonds. The Director of Finance is authorized and directed to apply the moneys in the sinking fund on deposit for the payment of principal and interest falling due on the Refunded Bonds with all other moneys made available from the Luling Volunteer Fire Department to provide for said redemption.

SECTION 2. A notice of redemption in substantially the form attached hereto as Exhibit A shall be sent by the paying agent for the Refunded Bonds to the registered owners of the Refunded Bonds as the same appear on the registration books of said paying agent by means of first class mail, postage prepaid, not less than thirty (30) days prior to the date of redemption.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN,
COCHRAN, FLETCHER, NUSS
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 3rd day of December, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 12-4-12
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 12-4-12
AT: [Signature] RECD BY: [Signature]

NOTICE OF CALL FOR REDEMPTION

SALES TAX REVENUE BONDS, SERIES 2004
 DATED AUGUST 1, 2004
 MATURING AUGUST 1 OF THE YEARS 2013 AND 2014
 OF THE
 PARISH OF ST. CHARLES,
 STATE OF LOUISIANA

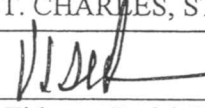
NOTICE IS HEREBY GIVEN pursuant to a resolution adopted on December 3, 2012, by the St. Charles Parish Council of the Parish of St. Charles, State of Louisiana, acting as the governing authority of the Parish of St. Charles, State of Louisiana (the "Issuer"), that \$185,000 of the outstanding Sales Tax Revenue Bonds, Series 2004, of the Issuer, dated August 1, 2004, and maturing on August 1 of the years 2013 and 2014 (the "Refunded Bonds"), are hereby called for redemption on **January 9, 2013**, the Refunded Bonds being more fully described as follows:

<u>MATURITY DATE</u> <u>(AUGUST 1)</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>	<u>CUSIP</u> <u>NUMBER</u>
2013	\$90,000	4.35%	78807QBE2
2014	95,000	4.50	78807QBF9

The CUSIP Numbers listed above as provided for the convenience of the bond owners. The Issuer does not certify as to their correctness.

No further interest will accrue and be payable on the Refunded Bonds from and after January 9, 2013. The foregoing Refunded Bonds should be surrendered for payment on January 9, 2013 at the offices of The Bank of New York Mellon Trust Company, N.A. (as successor to J. P. Morgan Trust Company, National Association), 2001 Bryan Street, 11th Floor, Dallas, Texas 75201, as Paying Agent for the Refunded Bonds, at a price equal to 100.5% the principal amount thereof and accrued interest to the redemption date.

Owners of the Refunded Bonds are reminded that the Federal Interest and Dividend Tax compliance Act of 1983 requires that the Paying Agent, as payor, withhold 30% of the principal amount if a Taxpayer Identification Number has not been provided by the owner of a Refunded Bond as payee. If the Tax Identification Number has not previously been provided to the Paying Agent, then the owners of the Refunded Bonds are requested to provide this information to the Paying Agent with a Form W-9 in order to avoid the aforesaid withholding.

PARISH OF ST. CHARLES, STATE OF LOUISIANA	
By: 	_____
Title: Parish President	

Dated: December 3, 2012

2012-0395

INTRODUCED BY: **SHELLEY M. TASTET, COUNCILMAN, DISTRICT II**
ORDINANCE NO. 12-12-1

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on **Celia Drive in Luling to fifteen (15) miles per hour.**

WHEREAS, paragraph (a) of Section 15-9 of the Code provides that it is unlawful to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on Parish streets; and,

WHEREAS, that Paragraph (a) of Section 15-9 has been amended to provide exceptions; and,

WHEREAS, the Parish Council desires to provide an exception to lower the speed limit on Celia Drive in Luling.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Section 15-9 of the Traffic Code is hereby amended to add No. 71 as follows:

(a) It shall be unlawful for any person to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on any of the Parish streets, roads, highways and bridges,

EXCEPT:

(71) **Celia Drive in Luling,** speed limit shall be **fifteen (15) miles per hour.**

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of December, 2012, to become effective five (5) days after publication in the Official Journal.

Speed Limit Celia Drive, Luling-10mph

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 12-4-12

APPROVED: [Signature] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 12-4-12

AT [Signature] RECD BY: [Signature]

2012-0414

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

ORDINANCE NO. 12-12-2

An ordinance approving and authorizing the execution of Change Order No. 1 for S.P. H.009115, Federal Aid Project No. H009115, Beautification and Parish Boundary Signage; St. Charles Project No. 111001 to balance the quantities with actual quantities resulting in a decrease of \$2,000.

WHEREAS, Ordinance No. 12-4-1 adopted April 9, 2012 by the St. Charles Parish Council awarded construction of S.P. H.009115, Federal Aid Project No. H009115, Beautification and Parish Boundary Signage; St. Charles Project No. 111001, to Command Construction Industries, LLC; and,

WHEREAS, it is necessary to amend the contract to add the additional work and to adjust the original contract quantities with current quantities resulting in a decrease to the contract amount by \$2,000 and to accept all improvements.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for S.P. H.009115, Federal Aid Project No. H009115, Beautification and Parish Boundary Signage; St. Charles Project No. 111001 to decrease the contract amount by \$2,000 is hereby approved and accepted.

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

SECTION III. St Charles Parish considers the project complete and accepts all signs and modifications installed during execution of the project.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN,
COCHRAN, FLETCHER, NUSS
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 3rd day of December, 2012, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 12-4-12
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: WJL
RETD/SECRETARY: 12-4-12
AT: J. S. Spm RECD BY: WJL

CHANGE ORDER

No. 1

DATE OF ISSUANCE October 30, 2012

EFFECTIVE DATE _____

OWNER St Charles Parish

CONTRACTOR Command Construction Industries, LLC

Contract: Beautification and Parish Boundary Signage, State and Federal Aid Project H.009115

Project: Parish Boundary Signs

OWNER's Contract No. P111001

ENGINEER's Contract No. _____

ENGINEER St Charles Parish

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

Description:

- A. State Change Order 1: Amount \$-2,000.00

Reason for Change Order:

- A. State Change Order 1: The purpose of this change order is to adjust certain pay items to final quantities and to decrease items 714-01-00700 Slab Sodding and 715-01-00100 Topsoil by 100% since items were not installed within the job at the request of St Charles Parish.

Attachments: State Change Order 1

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>89,200</u>
Net Increase (Decrease) from previous Change Orders No. <u>1</u> to <u>1</u> : \$ <u>0</u>
Contract Price prior to this Change Order: \$ <u>89,200</u>
Net increase (decrease) of this Change Order: \$ <u>(2,000)</u>
Contract Price with all approved Change Orders: \$ <u>87,200</u>

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

RECOMMENDED:

APPROVED:

ACCEPTED:

By: _____ By: _____ By: _____
ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)

Date: _____ Date: _____ Date: _____

EJCDC 1910-8-B (1996 Edition)

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

2012-0415

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

ORDINANCE NO. 12-12-3

An ordinance to approve and authorize the execution of a contract with Bertucci Contracting Company, LLC, for PO-42 West LaBranche Shoreline Protection Project, Coastal Impact Assistance Program, in the amount of \$2,777,100.00.

WHEREAS, sealed bids were received by St. Charles Parish on November 13, 2012, for the West LaBranche Shoreline Protection Project; and,

WHEREAS, Moffatt and Nichol, Inc., Chris Williams, P.E., the Engineer of Record for the project, has reviewed the bids and recommended that the contract be awarded to the low bidder, Bertucci Contracting Company, LLC, in the amount of \$2,777,100.00; and,

WHEREAS, all construction costs will be funded using a grant from the Coastal Impact Assistance Program as administered by the U.S. Fish and Wildlife Service.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Bertucci Contracting Company, LLC, for PO-42 West LaBranche Shoreline Protection Project, Coastal Impact Assistance Program, be hereby approved and accepted in the amount of \$2,777,100.00.

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

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of December, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 12-4-12

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 12-4-12

AT: [Signature] RECD BY: [Signature]

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ in the year 20__ by and between the **Parish of St. Charles**, called the OWNER, and **Bertucci Contracting Company, LLC** hereinafter called the CONTRACTOR.

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

ARTICLE 1. WORK

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

The Contract Work generally comprises of the construction of approximately 2,000 feet of an offshore rock breakwater. Access dredging will be required.

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 120 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$2,500 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed

that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: **(\$2,777,100) Two Million Seven Hundred Seventy Seven Thousand One Hundred** Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

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

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

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

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

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

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

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is

clear of any liens or privileges, and said certificate shall be presented to the OWNER for final payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda Number 1

00500_rev2

00500-3

- 7.6 Contract documents bearing the general title "**West LaBranche Shoreline Protection Project**" dated **October 2012**.
- 7.7 Drawings, consisting of a cover sheet dated **October 2012** and the sheets listed on **Drawing G1**; each sheet bearing the following general title: "**LaBranche West Shoreline Protection, PO-42**".
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

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

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

OWNER: Parish of St. Charles

CONTRACTOR:

By _____

By _____

Title _____

Title _____

Attest _____

Attest _____

END OF SECTION

00500_rev2

00500-5

2012-0416

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
LARRY COCHRAN, COUNCILMAN, DISTRICT V
(CHIEF ADMINISTRATIVE OFFICER)

ORDINANCE NO. 12-12-4

An ordinance to approve and authorize the execution of an Agreement with South Central Planning & Development Commission for the purpose of merging precincts in St. Charles Parish.

WHEREAS, being political subdivisions of the State of Louisiana both the St. Charles Parish Council and St. Charles Parish School Board are required by law to Re-district itself after each Decennial Census; and,

WHEREAS, in order to achieve new political districts for both political subdivisions new precincts were needed; and,

WHEREAS, according to past law Governing authorities were not able to merge precincts between January 1 of any year of which the last digit is nine and December 31 of any year of which the last digit is three; and,

WHEREAS, the Louisiana State Legislature passed Senate Bill 99, introduced by Senator Rick Gallot, Act 726, signed by Governor Bobby Jindal, June 11, 2012 which allows for merging of precincts within the state prior to December 31, 2013 when both the governing authority and the respective school board has both received pre-clearance from the United States Department of Justice; and,

WHEREAS, St. Charles Parish desires to minimize the cost and manpower needed to operate such unnecessary precincts and would like to authorize the Parish President, Mr. V.J. St. Pierre, Jr. to engage South Central Planning & Development Commission in order to perform professional services relative to merging various precincts within the Parish of St. Charles.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and South Central Planning & Development Commission for the purpose of merging precincts in St. Charles Parish in an amount not to exceed \$15, 000.00 is hereby approved.

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

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, NUSS
NAYS: NONE
ABSENT: FLETCHER

And the ordinance was declared adopted this 3rd day of December, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 12-4-12
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 12-4-12
AT: 2:58pm RECD BY: [Signature]

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

ST. CHARLES PARISH

AND

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

This agreement (AGREEMENT) made and entered into this ____ day of _____, 2012

BY AND BETWEEN

- (1) ST. CHARLES PARISH, represented herein by Parish President Mr. V.J. St. Pierre, Jr. (hereinafter sometimes referred to as "PARISH"); and
- (2) SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION, represented by Kevin P. Belanger, Chief Executive Officer of South Central Planning and Development Commission (hereinafter sometimes referred to as "CONSULTANT"),

For and in consideration of the agreements herein, the respective appearers having full authority of their respective entities to enter into this contract, do contract as follows:

WITNESSETH

WHEREAS, the PARISH desires to retain the CONSULTANT for the purpose of completing the "**2013 Voting Precinct Merger Plan** " and obtaining pre-clearance of said plan from the U.S. Department of Justice as required under the Federal Voting Rights Act of 1965 for the Parish of St. Charles, and;

WHEREAS, the PARISH, represented by Parish President, V.J. St. Pierre, Jr., is authorized to enter into an agreement with South Central Planning and Development Commission for professional services to the PARISH, and;

WHEREAS, CONSULTANT, represented by Kevin P. Belanger, its Chief Executive Officer, as authorized by the Board of Commissioners for South Central Planning and Development Commission, is authorized to enter into contracts and agreements on behalf of South Central Planning and Development Commission;

NOW, THEREFORE, the PARISH and the CONSULTANT for the consideration, and under the conditions set forth, do agree as follows:

I. SCOPE OF CONTRACT

This contract contains three (3) typewritten pages, signed by appearers and authenticated; "2013 Voting Precinct Merger Plan ", as submitted by the CONSULTANT, this contract may only be amended by written agreement of the parties specifically stating that such written agreement is intended to amend this contract. The written communications between the parties called for hereunder shall not constitute amendments to this contract.

II. SCOPE OF SERVICES

South Central Planning and Development Commission will perform the tasks, as specified in Exhibit A, in completing the "2013 Voting Precinct Merger Plan" and obtaining pre-clearance of said plan from the U.S. Department of Justice, as required under the Federal Voting Rights Act of 1965 on behalf of St. Charles Parish.

III. PARISH'S RESPONSIBILITIES

1. Authorize the CONSULTANT to perform certain specific tasks, the scope of, the schedule for completion of and the fee for, being mutually agreed upon by the CONSULTANT and the Parish. The scope of these tasks will be based upon the type of work delineated in this agreement and the recommendations adopted by the PARISH. If the CONSULTANT cannot perform according to the schedule, through no fault of his own, he shall apply to the PARISH for an extension of time to perform. Such request shall not be unreasonably denied.
2. Furnish to CONSULTANT all existing plans, reports and other available data as well as, if possible, obtain additional reports and data as required which are pertinent to the completion of the services to be provided under the terms of this contract that SCP&DC may not already have.
3. Arrange reasonable access to Public Property as required.
4. PARISH shall elect in writing to either be billed monthly or bi-monthly.

IV. COMPENSATION

CONSULTANT shall be compensated on a lump sum fee not to exceed Fifteen -Thousand Dollars (\$ 15,000.00). CONSULTANT may invoice the PARISH on a monthly basis, if there is enough activity for that month. CONSULTANT shall invoice the PARISH on work completion as detailed by tasks in the Scope of Services. Invoices shall be payable to the CONSULTANT within thirty (30) days of receipt.

V. ASSIGNABILITY

The CONSULTANT shall not assign any interest in this contract and shall not transfer any interest in the same without prior written consent of the PARISH.

VI. DURATION OF AGREEMENT

A. This Agreement shall continue in full force and effect for a period of eight (8) months from the date hereof (the contract period).

IN WITNESS WHEREOF, the parties hereto have affixed their legal hand in multiple counterparts on this _____ day of _____, 2012.

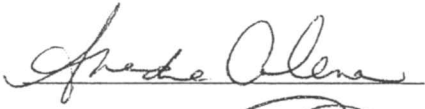
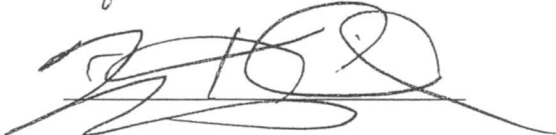
WITNESSES:

PARISH:

ST. CHARLES PARISH
HAHNVILLE, LOUISIANA

BY:  _____

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

CONSULTANT:

SOUTH CENTRAL PLANNING AND
DEVELOPMENT COMMISSION
HOUMA, LOUISIANA

BY: _____

Kevin P. Belanger
Chief Executive Officer

2012-0417

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

ORDINANCE NO. 12-12-5

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2013 through 2015 in accordance with the Parish Transportation Act.

WHEREAS, In accordance with the provisions of Louisiana Revised Statutes 48:751-760, the Parish Transportation Act, and the St. Charles Parish Home Rule Charter, the Parish President has submitted the Road and Bridges Capital Program Budget for fiscal year 2013 through 2015 to the St. Charles Parish Council; and,

WHEREAS, The Parish Council has taken under advisement the study of the Road and Bridges Capital Program Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Road and Bridges Capital Program Budget for fiscal year 2013 through 2015 identified as "Exhibit A" is hereby approved and accepted.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of December, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 12-4-12
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 12-4-12
AT: 2:58pm RECD BY: [Signature]

Exhibit "A"

St. Charles Parish Council
Road & Bridge Capital Budget Program

Project	Funding Source	2013	2014	2015	Total
Priority 15	Parish Transportation Special Revenue - Fund 102	19,159			19,159
Priority 14	Parish Transportation Special Revenue - Fund 102	31,990			31,990
Priority 13	Parish Transportation Special Revenue - Fund 102	120,888			120,888
Priority 12	Parish Transportation Special Revenue - Fund 102	180,511			180,511
Priority 11	Parish Transportation Special Revenue - Fund 102	147,452			147,452
Priority 10	Parish Transportation Special Revenue - Fund 102	500,000	500,000	500,000	1,500,000
		500,000	500,000	500,000	1,500,000
Priority 11	Road & Drainage M&O Special Revenue - Fund 112	752,182			752,182
Priority 10	Road & Drainage M&O Special Revenue - Fund 112	147,818			147,818
		900,000	-	-	900,000
Total Capital Budget		1,400,000	500,000	500,000	2,400,000

2012-0418

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)
WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III

ORDINANCE NO. 12-12-6

An ordinance to approve and authorize the execution of a contract with Advanced Quality Construction, Inc. for project P081102-4 Dunleith Canal Stabilization Ph3 in the amount of \$1,018,626.82.

WHEREAS, sealed bids were received by St. Charles Parish on October 30, 2012 for project P081102-4 Dunleith Canal Stabilization Ph3; and,

WHEREAS, Evans-Graves Engineers, Inc., the Engineer for the Project, has reviewed the bids and recommend that the Contract be awarded to the low bidder, Advanced Quality Construction, Inc. in the amount of \$1,018,626.82 to include base bid plus alternates 1 and 2; and,

WHEREAS, installation of this project will install vinyl sheet piling to stabilize the canal bank on the resident's side of the Dunleith Canal continuing from the end of phase 2 north for a distance of 960 ft.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Advanced Quality Construction, Inc., for the construction of project P081102-4 Dunleith Canal Stabilization Ph3, be hereby approved and accepted, in the amount of \$1,018,626.82.

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

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, TASTET, BENEDETTO, HOGAN, COCHRAN, FLETCHER, NUSS

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 3rd day of December, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 12-4-12

APPROVED: DISAPPROVED: _____

PARISH PRESIDENT: Wendy Benedetto

RETD/SECRETARY: 12-4-12

AT 2:58pm RECD BY: WCB

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ in the year 2012 by and between the Parish of St. Charles, called the OWNER, and Advanced Quality hereinafter called the CONTRACTOR. Construction, Inc.

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

ARTICLE 1. WORK

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

The Contract Work generally comprises of the construction of furnishing and installation of vinyl sheet piling, clearing and grubbing, backfill, extension of drainage culverts, sodding, and hydro-seeding.

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 150 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$500.00 for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in default, it being specifically agreed

that the CONTRACTOR by his mere failure to complete the work on or before the date specified shall be deemed in default

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: 1,018,626.82 one million eight hundred thirty eight thousand six hundred twenty six and 82/100 Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

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

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

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

- 5.2 Retainage. Retainage shall be withheld and payments will be made by the OWNER in the payment amount of: 1) ninety percent (90%) of the approved payment applications for projects with contract prices of less than \$500,000; or 2) ninety-five percent (95%) of the approved payment applications for the projects with contract prices of \$500,000 or greater.
- 5.3 Final Acceptance and Final Payment. Upon the final completion of all Work, the CONTRACTOR may request a final inspection and may make a final Application for Payment as provided by Paragraph 14.12 of the General Conditions, upon the OWNER's certificate of final acceptance.

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

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

At the expiration of the lien period it is the CONTRACTOR's responsibility to obtain a certificate from the Recorder of Mortgages of the Parish of St. Charles that the Contract is clear of any liens or privileges, and said certificate shall be presented to the OWNER for final

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payment and release of retainage, less any such sums as may be lawfully withheld under the Contract.

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 2 inclusive)
- 7.6 Contract documents bearing the general title "Dunleith Canal Stabilization – Phase3" dated August, 2012.

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- 7.7 Drawings, consisting of a cover sheet dated August, 2012 and the sheets listed on Drawing 1 – Title Sheet; each sheet bearing the following general title:
“Dunleith Canal Stabilization – Phase 3, St. Charles Parish, LA”.
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as “GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court.”

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

ARTICLE 8. MISCELLANEOUS

- 8.1 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as “GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court.”
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and, unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents. Notwithstanding the foregoing, the OWNER may assign this contract to the State of Louisiana or any political subdivision, municipality, special district or authority thereof without CONTRACTOR's consent and without recourse.
- 8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 8.4 It is hereby agreed and understood by the parties hereto that any and all disputes that may result in litigation shall be litigated in the 29th Judicial District Court for the Parish of St. Charles.

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

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OWNER: Parish of St. Charles

CONTRACTOR:

By _____

By Kirk Van Camp

Title _____

Title Vice President

Attest _____

Attest [Signature]

END OF SECTION

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00500-5

2012-0206

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

ORDINANCE NO. 12-11-1

An ordinance to approve and adopt the appropriation of Funds for the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2013.

WHEREAS, in accordance with Article V, Section B of the St. Charles Parish Home Rule Charter and Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.) the Parish President has submitted the St. Charles Parish Consolidated Operating and Capital Budget for Fiscal Year 2013 to the St. Charles Parish Council to wit:

- Section I General Fund
- Section II Special Revenue Funds (12)
- Section III Capital Projects Funds (4)
- Section IV Debt Service Funds (7)
- Section V Enterprise Funds (3)

WHEREAS, in accordance with Article V, Section C of the St. Charles Parish Home Rule Charter, the Parish President has submitted a Budget Message to the St. Charles Parish Council; and,

WHEREAS, the Parish Council has taken under advisement the study of the Consolidated Operating and Capital Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with Article V, Sections D and E of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2013 St. Charles Parish Consolidated Operating and Capital Budget attached hereto and made a part hereof and identified herewith as "Exhibit A" and "Exhibit B", to become effective January 1, 2013.

SECTION II. That said budget shall become effective January 1, 2013.

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

- YEAS: FAUCHEUX, WILSON, TASTET, BENEDETTO, FLETCHER, NUSS
- NAYS: SCHEXNAYDRE, HOGAN
- ABSENT: COCHRAN

And the ordinance was declared adopted this 5th day of November, 2012. The provisions of this Ordinance shall become effective January 1, 2013.

ACTING

CHAIRMAN: [Signature]
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: NOV 7, 2012
 APPROVED: DISAPPROVED:
 PARISH PRESIDENT: [Signature]
 RETD/SECRETARY: NOV. 8, 2012
 AT: 9:31am RECD BY: [Signature]

EXCLUDING AMENDMENT
NO. 17 WHICH IS HEREBY
LINE ITEM VETOED
[Signature]

THIS ORDINANCE WAS RETURNED BY THE PARISH PRESIDENT ON 11-8-12 AT 9:31 AM AND AMENDMENT NO. 17 HAS BEEN DISAPPROVED BY THE PARISH PRESIDENT. THEREFORE, AMENDMENT NO. 17 OF THIS ORDINANCE SHALL BE PRESENTED TO THE COUNCIL AT ITS NEXT REGULAR MEETING TO BE HELD ON 11-19-12 AT 6:00 PM.

ORDINANCE RECONSIDERED BY PARISH COUNCIL
DECEMBER 3, 2012

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

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

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2013

Description	Current Year				Upcoming Year		
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual at Year End	Proposed Budget	% Change Projected Actual vs Proposed
BEGINNING FUND BALANCE	56,945,698	73,643,292			80,138,562	61,002,045	
Prior Period Adjustment							
FUND BALANCE - RESTATED	56,945,698	73,643,292			80,138,562	61,002,045	
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	96,544,890	102,934,311	47,980,061	57,844,148	105,824,209	104,887,091	-0.89%
TOTAL MEANS OF FINANCING	153,490,588	176,577,603			185,962,771	165,889,136	
EXPENDITURES & OTHER FINANCING USES:							
PERSONAL SERVICES	28,559,510	28,559,510	12,135,231	16,423,273	28,558,504	30,325,421	6.19%
OPERATING SERVICES	13,807,806	13,515,312	4,363,032	10,213,562	14,576,594	14,577,086	0.00%
MATERIALS & SUPPLIES	5,291,692	5,292,312	2,028,510	3,752,427	5,780,937	6,064,818	4.91%
OTHER CHARGES	789,736	785,886	212,658	612,947	825,605	786,836	-4.70%
DEBT SERVICE	3,788,617	3,788,617	2,957,953	644,814	3,602,767	3,497,504	-2.92%
CAPITAL OUTLAY	52,772,226	76,821,245	9,118,360	46,799,873	55,918,233	52,641,991	-5.86%
INTERGOVERNMENTAL	8,539,913	8,539,913	5,982,127	3,392,975	9,375,102	9,058,989	-3.37%
TRANSFERS	17,701,314	17,701,314	772,514	5,550,470	6,322,984	24,818,340	292.51%
TOTAL	131,250,814	155,004,109	37,570,385	87,390,341	124,960,726	141,770,985	
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES	(34,705,924)	(52,069,798)			(19,136,517)	(36,883,894)	
ENDING FUND BALANCE	22,239,774	21,573,494			61,002,045	24,118,151	

ST. CHARLES PARISH
PROPRIETARY FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2013

Description	Current Year				Upcoming Year			
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Year End	Proposed Budget	% Change Last Adopted vs Projected Actual	% Change Projected Actual vs Proposed
BEGINNING NET ASSETS:								
Invested in Capital Assets, Net of Debt	93,153,680	93,153,680			102,829,417	98,580,177		
Restricted for Debt Service	2,764,261	2,764,261			2,849,144	3,187,763		
Restricted for Capital Projects	11,310,912	11,310,912			7,588,712	5,857,251		
Unrestricted	14,344,518	14,344,518			6,016,479	7,996,030		
CURRENT YEAR REVENUES	22,276,051	22,276,051	9,165,820	14,662,009	23,827,829	25,324,115	6.97%	6.28%
EXPENDITURES:								
PERSONAL SERVICES	9,499,991	9,499,991	4,320,560	4,693,445	9,014,005	9,965,720	-5.12%	10.56%
OPERATING SERVICES	7,766,658	7,766,658	3,069,218	4,015,602	7,084,820	7,455,754	-8.78%	5.24%
MATERIALS & SUPPLIES	2,797,311	2,797,311	1,002,873	1,729,984	2,732,857	2,728,897	-2.30%	-0.14%
OTHER CHARGES	6,724,122	6,724,122	37,492	6,857,272	6,894,764	6,887,914	2.54%	-0.10%
DEBT SERVICE	1,379,164	1,379,164	500	1,378,664	1,379,164	1,335,854	0.00%	-3.14%
INTERGOVERNMENTAL	382,000	382,000	99,282	271,968	371,250	372,000	-2.81%	0.20%
TRANSFERS	13,500	13,500	-	13,500	13,500	13,500	0.00%	0.00%
TOTAL EXPENDITURES	28,562,746	28,562,746	8,529,925	18,960,435	27,490,360	28,759,639		
EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES	(6,286,695)	(6,286,695)			(3,662,531)	(3,435,524)		
CAPITAL CONTRIBUTIONS								
CHANGES IN NET ASSETS	(6,286,695)	(6,286,695)			(3,662,531)	(3,435,524)		
ENDING NET ASSETS:								
Invested in Capital Assets, Net of Debt	100,480,722	100,480,722			98,580,177	96,550,890		
Restricted for Debt Service	2,765,061	2,765,061			3,187,763	3,185,663		
Restricted for Capital Projects	4,300,352	4,300,352			5,857,251	4,536,672		
Unrestricted	7,740,541	7,740,541			7,996,030	7,912,472		

RESOLUTION NO. 5955

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

WHEREAS, There exists a vacancy on the ZONING BOARD OF ADJUSTMENT due to the expiration of the term of Ms. LaSandra Gordon on December 7, 2012; and,

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

NOW, THEREFORE, BE IT RESOLVED, that Ms. LaSandra Gordon 180 Keller Street, Hahnville, LA 70057 be appointed to the ZONING BOARD OF ADJUSTMENT as the District I Representative; and,

BE IT FURTHER RESOLVED, that this appointment shall be effective as of DECEMBER 7, 2012 and terminate DECEMBER 7, 2016.

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

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

And the resolution was declared adopted this 3rd day of December, 2012, to become effective five (5) days after publication in the Official Journal.

APPOINT ZBA DIST. 1

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 12-4-12

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 12-4-12

AT: [Signature] RECD BY: [Signature]