



# 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 Faucheux,  
Terrell D. Wilson, Shelley M. Tastet, Wendy Benedetto,  
Paul J. Hogan, Traci A. Fletcher, Dennis Nuss*

Monday, June 04, 2012

6:00 PM

Council Chambers, Courthouse

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## ATTENDANCE

Present: 6 - Carolyn K. Schexnaydre, Terrell D. Wilson, Shelley Tastet, Paul J. Hogan, Lawrence 'Larry' Cochran, Dennis Nuss

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

*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, Planning & Zoning Director Kimberly Marousek, Finance Director Grant Dussom, Grant Officer Holly Fonseca, Public Information Officer Renee Simpson, Purchasing Officer Bobby Donaldson, Animal Control Officer Angie Robert*

## CALL TO ORDER

*Meeting called to order at 6:01 pm.*

## PRAYER

*Pastor Michael Picard  
West St. Charles Baptist Church*

## PLEDGE

*Pastor Michael Picard  
West St. Charles Baptist Church*

## APPROVAL OF MINUTES

A motion was made by Councilmember Nuss, and seconded to approve the Minutes from the Regular Meeting of May 21, 2012. The motion carried by the following vote:

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

Nay: 0

Absent: 3 - Faucheux, Benedetto, Fletcher

*Councilman Faucheux arrived in the meeting.*

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

- 1      **2012-0207** ( 6/4/2012, Cochran )  
 In Recognition: District Attorney Harry J. Morel, Jr.  
 Read  
 A motion was made by Councilmember Nuss, and seconded to declare Saturday, June 23, 2012 as "Harry J. Morel, Jr. Day". The motion carried by the following vote:  
 Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Tastet, Hogan, Cochran, Nuss  
 Nay: 0  
 Absent: 2 - Benedetto, Fletcher

- 2      **2012-0208** ( 6/4/2012, Tastet )  
 In Recognition: Chef Blaine Guillot, St. Charles Parish Hospital, "Best Chefs of Louisiana 2012"  
 Read

## REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2012-0202** ( 6/4/2012 )  
 Animal Control  
 Reported  
*Councilwoman Benedetto arrived in the meeting.*
- 2012-0201** ( 6/4/2012 )  
 Grants Office  
 Reported
- 2012-0203** ( 6/4/2012, St. Pierre, Jr. )  
 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, JUNE 18, 2012, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:*
- 2012-0211** ( 6/4/2012, St. Pierre, Jr., Department of Public Works )  
 An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P081102-3, Dunleith Canal Stabilization Phase 2, to balance the contract quantities with actual quantities resulting in a decrease of \$25,399.00 and increase of 14 days.  
 Publish/Scheduled PH

- 2012-0212** ( 6/4/2012, St. Pierre, Jr., Department of Wastewater )  
An ordinance to approve and authorize the execution of Amendment No. 2 to the Contract for Engineering Services with Environmental Engineering Services (EES), Inc. for necessary professional engineering services associated with Parish Project No. S080503 High Priority Sewer Lift Station Upgrades.  
**Publish/Scheduled PH**
- 2012-0213** ( 6/4/2012, 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 December 31, 2012.  
**Publish/Scheduled PH**
- 2012-0214** ( 6/4/2012, St. Pierre, Jr., Department of Waterworks )  
An ordinance to approve and authorize the execution of a contract with M.R. Pittman Group for the Eastbank C Plant Water Treatment Plant Clarifier Refurbishment (Project No. WWKS 60) in the amount of \$1,134,000.00.  
**Publish/Scheduled PH**
- 2012-0215** ( 6/4/2012, Hogan )  
An ordinance of the Parish of St. Charles providing that the Code of Ordinance, Parish of St. Charles, be amended by revising Chapter 5. Boats, Docks and Waterways\*, Article I. In General, Section 5-3. No-Wake Zones.  
**Publish/Scheduled PH**
- 2012-0216** ( 6/4/2012, Tastet )  
An ordinance approving and authorizing a home occupation under the operation of Terri and Richard Tracy, Jr. - "Treasure Hunt Arms, Inc" - a firearms dealer - at 302 Davis Drive, Luling.  
**Publish/Scheduled PH**
- 2012-0217** ( 6/4/2012, St. Pierre, Jr., Department of Public Works )  
An ordinance to authorize the Parish President to acquire an additional portion of Lot 14 of Coronado Park, St. Charles Parish, Louisiana, at a price not to exceed its appraised value of \$555.50, or to expropriate such property for valuable consideration not to exceed the full extent of the owner's loss, from Jacqueline Ford Rome and/or all other owners of record, as their interests may appear, said property to be used by St. Charles Parish for drainage purposes and relocation of utilities, including but not limited to pump stations, necessary utilities, and drainage conveyance systems in connection with the project known as "Coronado Drainage Improvements, Pump Station #2 Capacity Improvements".  
**Publish/Scheduled PH**

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

- 3      **2012-0152** ( 5/21/2012, Hogan, Schexnaydre, Faucheux )  
 An ordinance approving an Agreement to Make Irrevocable Donation attached hereto and made a part hereof as Exhibit "A", by RNW Community, LLC & Normandy Associates (collectively) and St. Charles Parish.  
*Reported:*  
*Councilman Hogan Recommended:                      Approval*  
*Councilwoman Schexnaydre Recommended: Approval*  
*Councilman Faucheux Recommended:                  Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Nuss  
 Nay: 0  
 Absent: 1 - Fletcher
- 8      **2012-0193** ( 5/21/2012, St. Pierre, Jr., Department of Public Works )  
 An ordinance to approve and authorize the execution of an Act of Cash Sale by David J. Vial, M.D., L. L. C., to St. Charles Parish for a certain 3 acre parcel of property located adjacent to 166 Scorpio Street in Hahnville.  
*Reported:*  
*Public Works Department Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Nuss  
 Nay: 0  
 Absent: 1 - Fletcher
- 14     **2012-0194** ( 5/21/2012, St. Pierre, Jr., Department of Finance )  
 An ordinance to amend the 2012 Consolidated Operating and Capital Budget to add revenues and capital expenses for Fund 313 - LCDBG Public Facilities Construction - in the total amount of \$800,000 for the Luling Sanitary Sewer Rehabilitation Project as provided by the FY2012 Community Development Block Grant funding. Also to recognize the Parish portion of this project by adding capital expenses - Improvements Other than Buildings (Sewer Development) in the amount of \$326,937 in Fund 401 - Waste Water.  
*Reported:*  
*Finance Department Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Nuss  
 Nay: 0  
 Absent: 1 - Fletcher
- 2012-0195** ( 5/21/2012, St. Pierre, Jr., Department of Wastewater )  
 An ordinance to approve and authorize the execution of a Donation of Servitude by Ashton Plantation Estates, L.L.C. to St. Charles Parish for the construction and maintenance of a sewer force main from Luling to Boutte.  
**PH Requirements Not Satisfied**

*Discussion: to postpone indefinitely File No. 2012-0195*

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

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

16      **2012-0196** ( 5/21/2012, St. Pierre, Jr., Department of Parks and Recreation )

An ordinance to approve and authorize the execution of an Act of Onerous Donation by 3C Riverside Properties, LLC to St. Charles Parish for a certain eighty foot wide parcel of property adjacent to the Killona Park at 201 LA 3141 in Killona.

*Reported:*

*Parks & Recreation Department Recommended: Approval*

**PH Requirements Satisfied**

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

22      **2012-0197** ( 5/21/2012, St. Pierre, Jr., Department of Wastewater )

An ordinance to approve and authorize the execution of a Donation of Servitude by the St. Charles Parish Housing Authority to St. Charles Parish for the construction and maintenance of a sewer force main from Luling to Boutte.

*Amendment: to accept the revised version of the Donation of Servitude*

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

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

*Reported:*

*Wastewater Department Recommended: Approval*

**PH Requirements Satisfied**

**VOTE ON THE PROPOSED ORDINANCE AS AMENDED**

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

27      **2012-0198** ( 5/21/2012, St. Pierre, Jr., Department of Public Works )

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No S080503, Priority Lift Station & Force Mains, to balance the contract quantities with actual quantities resulting in a decrease of \$78,307.60 and increase of 172 days.

*Reported:*

*Public Works Department Recommended: Approval*

**PH Requirements Satisfied**

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

- 29      **2012-0199** ( 5/21/2012, St. Pierre, Jr., Fletcher, Department of Public Works )  
 An ordinance to approve and authorize the execution of a Construction Contract with Hamp's Construction, LLC for Project No. P091001, Montz Drainage Improvements to KCS Canal Project in the amount of \$1,199,737.81.  
*Chairman Cochran announced that Councilwoman Fletcher's name has been added as a sponsor to the legislation.*
- Reported:*  
*Public Works Department Recommended: Approval*
- PH Requirements Satisfied**
- Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Nuss  
 Nay: 0  
 Absent: 1 - Fletcher

- 35      **2012-0200** ( 5/21/2012, St. Pierre, Jr., Department of Public Works )  
 An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Project No. P080801, Eighty Arpent Pump Station Improvements Project to decrease the contract amount by \$175,126.50 and increase the contract time by seventy eight (78) days.
- Reported:*  
*Public Works Department Recommended: Approval*
- PH Requirements Satisfied**
- Votes:** Yea: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Nuss  
 Nay: 0  
 Absent: 1 - Fletcher

## ORDINANCE FOR RECONSIDERATION BY REASON OF THE PARISH PRESIDENT'S VETO

- 2012-0210** ( 6/4/2012, St. Pierre, Jr. )  
 VETO MESSAGE - File No. 2012-0184  
*Parish President V.J. St. Pierre, Jr.*  
**Read**
- 41      **2012-0184** ( 5/7/2012, St. Pierre, Jr., Department of Public Works )  
 An ordinance to approve and authorize the execution of an Engineering Services Contract with Civil & Environmental Consulting Engineers for the design of Parish Project No. S120501, 2012 Wastewater System Improvements.  
*VOTE ON THE ORDINANCE NOTWITHSTANDING THE PARISH PRESIDENT'S VETO*
- Votes:** Yea: 0  
 Nay: 8 - Schexnaydre, Faucheux, Wilson, Tastet, Benedetto, Hogan, Cochran, Nuss  
 Absent: 1 - Fletcher  
**Veto Sustained**

## RESOLUTIONS

- 42            **2012-0204** ( 6/4/2012, St. Pierre, Jr., Grants Office, Wilson, Nuss )  
 A resolution to approve and authorize the execution of a Contract with the State of Louisiana Division of Administration for the FY2012 Louisiana Community Development Block Grant (LCDBG) Program for funding in the amount of \$800,000.00 for the Boutte and Luling Sanitary Sewer Rehabilitation, Parish Project No. S110302.

*Reported:*

*Grants Office Recommended:            Approval*

*Councilman Wilson Recommended:    Approval*

*Councilman Nuss Recommended:      Approval*

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

- 58            **2012-0205** ( 6/4/2012, Faucheux )  
 A resolution requesting an update on a recent request to the Louisiana Attorney General for an opinion regarding the rights of the Parish of St. Charles as it pertains to an Airport Expansion Agreement entered into on October 17, 1985, with the City of Kenner, City of New Orleans, and the New Orleans Aviation Board, which requires the Mayor of New Orleans to appoint to the New Orleans Aviation Board a person designated by resolution of the St. Charles Parish Council.

*Reported:*

*Councilman Faucheux Recommended:    Approval*

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

## SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

- 59            **2012-0190** ( 5/21/2012 )  
 A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2012 through June 2013.

*VOTE ON THE APPOINTMENT OF THE ST. CHARLES HERALD-GUIDE*

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

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2012-0209 ( 6/4/2012 )

Mr. Tedrick Eugene, Owner, Xtreme Sports Bar Grill and Lounge: Appeal to the St. Charles Parish Council regarding Sheriff's refusal of the business' liquor/beer license

*Chairman Cochran announced on March 1, 2012, Xtreme Sports Bar Grill & Lounge located at 140 I-310 Service Road in St. Rose, applied for a renewal of its liquor/beer license. In a May 9, 2012 letter to the owner, the St. Charles Parish Sheriff's Office advised the owner that their application for renewal was denied for the reasons stated therein. In accordance with the St. Charles Parish Code, the owner has appealed the denial to the Parish Council.*

*Attorney Raymond Anthony Brown and Mr. Keifer Brown, of the security company (from Luling) representing the establishment, spoke on the matter.*

*Chief Joe Cardella, representing the Sheriff's Office, spoke on the matter.*

**Discussed.**

A motion was made by Councilmember Nuss, and seconded to sustain the action of the St. Charles Parish Sheriff's Office in denying the liquor/beer license of Xtreme Sports Bar Grill and Lounge located at 140 I-310 Service Road in St. Rose as outlined in the Sheriff's letter dated May 9, 2012. The motion carried by the following vote:

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



**2012-0206** ( 6/4/2012, St. Pierre, Jr., Department of Finance )

Calendar of Official Action for the 2013 Budget: Set Public Hearing Dates - Grant Dussom

*Reported:*

*Finance Department Recommended: Approval*

*Amendment: to amend the Calendar of Official Action for the 2013 Budget by deleting in line 11-05-12 "Adoption of Ordinance appropriating funds for the 2013 Parish Budget (This enacts the 2013 Budget)."*

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

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

*VOTE TO ACCEPT THE CALENDAR OF OFFICIAL ACTION AS AMENDED*

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

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

## **ADJOURNMENT**

**A motion was made by Councilmember Benedetto, and seconded to adjourn the meeting at approximately 7:55 pm. The motion carried by the following vote:**

**Votes:** Yea: 7 - Schexnaydre, Wilson, Tastet, Benedetto, Hogan, Cochran, Nuss  
Nay: 1 - Faucheux  
Absent: 1 - Fletcher

**I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.**



**Calli Madere**  
Acting Council Secretary

# The Parish of St. Charles

June 4, 2012

## IN RECOGNITION

WHEREAS, Mr. Harry J. Morel, Jr. and his wife Gwen Dufrene Morel are the parents of Dr. Margaret Morel Pelitere, wife of Michael Pelitere, Judge Michele R. Morel, wife of Ricky Oubre, and Mary Beth Morel Hymel, wife of Brett Hymel, and the grandparents of Chloe, Cameron, and Collin Pelitere, Therese and Camille Hymel, and Jason and Kaelen Oubre; and,

WHEREAS, Mr. Morel graduated in 1961 from Jesuit High School in the honors curriculum and as a three-sport letterman; he received his Juris Doctorate Degree from Louisiana State University Law School in 1968; and,

WHEREAS, during his time at LSU, Mr. Morel was a three-year letterman in baseball, having received All SEC West accolades in 1964 and led the team in at bats in 1965, hits in 1964 and 1965, doubles in 1963, 1964, and 1965, triples in 1963, and batting average in 1963 and 1965, being selected to the All-Alex Box Stadium Foundation Era Team for his contributions to the Tiger baseball team as an exceptional student athlete at LSU; and,

WHEREAS, Mr. Morel began his service as an Assistant District Attorney for the 29th Judicial District on September 1, 1975 and on November 7, 1978, was elected District Attorney for the 29th Judicial District of the State of Louisiana, encompassing St. Charles and St. John the Baptist Parishes; and,

WHEREAS, District Attorney Morel was re-elected, without opposition, for five consecutive six year terms, serving the citizens of the 29th Judicial District from January 1, 1979 until his retirement on May 31, 2012; and,

WHEREAS, during his tenure, District Attorney Morel received numerous accolades and achievements including serving on the Board of Directors and as President of the Louisiana District Attorney's Association, on the Board of Directors of the National District Attorneys Association, on the Board of the Louisiana Commission on Law Enforcement, as Chairman of Louisiana State Victims Services Advisory Board, and the Drug Control and Violent Crime Policy Board, as well as a member of the Priorities Committee, and a member of the Peace Officers Standards and Training Committee; and,

WHEREAS, District Attorney Morel has been recognized by the Victim's and Citizens Against Crime, by Crime Fighters, the Louisiana Coalition Against Domestic Violence, and has been inducted into the Louisiana Justice Hall of Fame; and,

WHEREAS, District Attorney Morel has served the citizens of the 29th Judicial District with honor, dignity, and distinction for over thirty-three years.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, Duly Assembled on this 4th day of June, 2012 do hereby express our sincere thanks and appreciation for Outstanding and Distinguished Public Service to

**Harry J. Morel, Jr.**

**District Attorney**

**29th Judicial District**

**January 1, 1979 - May 31, 2012**

*[Signature]*

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

*[Signature]*

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

*[Signature]*

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

*[Signature]*

SHELLEY M. TASTET  
COUNCILMAN, DISTRICT II

*[Signature]*

WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

"PARISH OF SCIENTY"  
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.

*[Signature]*

CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

*[Signature]*

PAUL J. HOGAN  
COUNCILMAN, DISTRICT IV

*[Signature]*

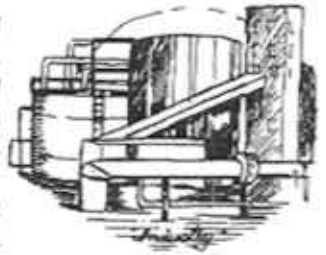
LARRY COCHRAN  
COUNCILMAN, DISTRICT V

*[Signature]*

TRACI A. FLETCHER  
COUNCILWOMAN, DISTRICT VI

*[Signature]*

DENNIS NUSS  
COUNCILMAN, DISTRICT VII



# The Parish of St. Charles

June 4, 2012

## IN RECOGNITION



**WHEREAS,** The American Culinary Federation is the largest professional chefs' organization in North America, made up of more than 20,000 members and over 200 chapters; and,

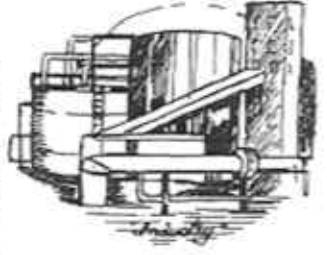


*"Hunting and Fishing"*

**WHEREAS,** each year the American Culinary Federation of New Orleans recognizes the "Best Chefs of Louisiana"; and,



**WHEREAS,** Chef Blaine Guillot, a graduate of the John Folse Culinary Institute at Nicholls State University and Director of the Food and Nutrition Department of the St. Charles Parish Hospital for the past six years, was recognized as one of "The Best Chefs of Louisiana 2012"; joining such notable award recipients as Chefs Leah Chase, John Folse, John Besh, and Paul Prudhomme; and,



*"Industry"*



*"The Little Red Church"*

**WHEREAS,** Chef Blaine Guillot, a proud lifelong resident of St. Charles Parish, was honored at the 2012 Awards Ceremony held at Generations Hall of the World War II Museum in New Orleans, where he served his delicious "Louisiana Crawfish Enchilada topped with a Louisiana Crawfish and Tasso Cream Sauce".



**NOW, THEREFORE, WE, THE MEMBERS OF THE ST CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT DO HEREBY COMMEND AND CONGRATULATE**



### CHEF BLAINE GUILLOT OF ST. CHARLES PARISH HOSPITAL AS ONE OF THE "BEST CHEFS OF LOUISIANA 2012"

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

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

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

TERRELL D. WILSON  
COUNCILMAN, DISTRICT I

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

2012-0152

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT V  
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A  
CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B

ORDINANCE NO. 12-6-1

An ordinance approving an Agreement to Make Irrevocable Donation attached hereto and made a part hereof as Exhibit "A", by RNW Community, LLC & Normandy Associates (collectively) and St. Charles Parish.

- WHEREAS, Louisiana is a sportsman's paradise; and,
- WHEREAS, boater's public access to our waterways on the west bank of St. Charles Parish is limited; and,
- WHEREAS, adequate property needed for constructing a boat launch in Des Allemands and Bayou Gauche area is limited; and,
- WHEREAS, RNW Community, LLC & Normandy Associates (collectively), a private group, has agreed to enter into a new Agreement to Make Irrevocable Donation regarding a parcel of property for the construction of a new public boat launch through the attached agreement; and,

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

**SECTION I.** That the Agreement to Make Irrevocable Donation attached hereto and made a part hereof as Exhibit "A" by RNW Community, LLC & Normandy Associates (collectively) and St. Charles Parish is hereby authorized and the St. Charles Parish President is hereby authorized to execute said Agreement.

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 4th day of June, 2012, to become effective (5) days after publication in the Official Journal.

2012-0152 - Irrevocable Donation Agreement revised

CHAIRMAN:   
 ACTING SECRETARY: Chili Madore  
 DLVD/PARISH PRESIDENT: June 6, 2013  
 APPROVED:  DISAPPROVED:

PARISH PRESIDENT: W. J. [Signature]  
 RETD/SECRETARY: June 7, 2013  
 AT: 9:45 am RECD BY: CFM

## **AGREEMENT TO MAKE IRREVOCABLE DONATION**

**RNW COMMUNITY, LLC, OWNER, GRANTOR  
NORMANDY ASSOCIATES, MORTGAGEE, GRANTOR  
PARISH OF ST. CHARLES, LOUISIANA, GRANTEE**

The undersigned RNW COMMUNITY, LLC (Owner) and NORMANDY ASSOCIATES (mortgagee) (collectively, Grantors) of that certain property located in the Parish of St. Charles, State of Louisiana (Parish), known as Lot 338-A containing 15.038 acres and a 60-foot wide access to said Lot 338-A from the WPA Road connecting with Louisiana Highway 632 containing 3.283 acres, all in accordance with a survey by LUCIEN C. GASSEN, P.L.S., dated 24 February 1994 revised 8 April 1994 (collectively Property),

Agree, under the terms and conditions set out herein, to donate to the Parish a site out of Lot 338-A in the south East corner of said lot, which site is to measure along the easterly side from the SE corner approximately 575 feet northerly to the northern line of the 60-foot wide access, thence westerly approximately 250 feet along a line extending the northern line of the 60 foot wide access, and thence southerly to the southern property line of Lot 338-A, containing approximately 3.01 acres (Boat Launch Site).

Grantors further agree, under the terms and conditions set out herein, to donate to the Parish the 60 foot wide access from WPA Road containing 3.283 acres.

Grantors understand that the Parish will be seeking funding to construct the boat launch in 2 proposed phases, as defined below.

Grantors agree that this described property may not be alienated or encumbered in a manner as would in any way forestall this donation. Grantors understand that the Parish will be applying for grant funding prior to the application deadline of 1 October 2012 to assist in the funding of the project.

Unless agreed to otherwise in writing, this agreement will automatically terminate upon the later of the following: 1) the Parish not applying for grant funding prior to the 2012 application submittal deadline, 2) the Parish not being successful in securing grant the grant funding, or 3) the Parish not funding Phase I outright in the 2014 budget.





The donation will be subject to the following conditions:

1. This agreement supercedes all prior agreements between the parties on this subject.
2. The donation is to be a charitable donation to the Parish to be used exclusively for the development of a public boat launch to be constructed in at least 2 phases.
3. The donation is to be made with a reservation of a utilities easement for the bringing of water, sewer, natural gas, telephone, and cable (Additional Utilities) as may be necessary to service the remainder of Lot 338-A.
4. No commercial activities will be permitted on any of the donated ground. The collection of boat launch fees to cover cost of operation and maintenance of the infrastructure is not considered a commercial activity and will not be prohibited.

Under no circumstances is the Parish obligated to construct the project until such time that project funding is in place. Upon funds being in place, the Parish will prepare all documentation needed to effect the donation and for Parish Council to accept the donation. Upon notice to Grantors that the Parish has the funding in place, Grantors are obligated to effect the donation as soon as practicable. The Parish will accept the same within 30-days.

It is understood that Phase I is proposed to consist of the boat launch and the hard surface levee ramp to the boat launch, a gravel parking area, and a gravel road to the site.

- a. It is understood that as part of Phase I, the Parish proposes to construct (to Parish standards) a gravel surfaced access roadway (meeting the base requirements for a standard Parish twenty-two (22) foot wide asphalt paved public collector street for future paving) within the 60 foot wide access. The roadway is to extend from the WPA Road to the western edge of the Boat Launch Site for access to the Boat Launch and to the remainder of Lot 338-A.
- b. It is understood that as part of Phase I, the Parish proposes to install electrical utilities and street lighting along the access roadway and around the Boat Launch Site in conjunction with construction of the project. It is understood that all such lighting is to be so designed as to minimize the ambient lighting "spilled" outside of the site donated to the Parish and onto the remainder of Lot 338-A.

RT

It is understood that Phase II is planned to consist of asphalt paving of the parking area and the roadway to the site. It is the understanding of both parties that the Parish will use its best efforts to obtain the necessary funding to complete Phase II, within a reasonable time after the completion of Phase I.

In no event will the remainder of Lot 338-A be charged with any expenses related either to Phase I or to Phase II other than in the form of mill levies common to all properties in the Parish.

If Grantors are timely in installing any Additional Utilities to service the remainder of Lot 338-A, the construction of same and the construction of the road will be coordinated so that neither the installation of Additional Utilities nor the construction of the road is unreasonably hampered. Any delays in the construction of the road or the Boat Launch facility caused by Grantor's installation of Additional utilities will increase the time allowed in Paragraph 4 for completion of construction.

At the Act the of Donation, the Grantors agree to provide the Parish with the right of first refusal for a portion of the remainder of Lot 338-A not exceeding 125' in width lying immediately adjacent to and west of the donated property south of the proposed roadway.

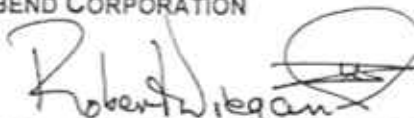
The Property was acquired from TEXACO, INC. by THERIOT SHIPBUILDING, LLC and transferred by merger into the name of MANCHAC MARINE, LLC, which company issued a mortgage in favor of FIRST NATIONAL BANK USA. The said bank sold the note and assigned the mortgage to RNW COMMUNITY, LLC. In the meantime, MANCHAC MARINE, LLC issued a quit-claim deed to Robert N. Wiegand, individually, who subsequently deeded the property to RNW COMMUNITY, LLC by *dation en paiement*. RNW COMMUNITY, LLC has issued a mortgage in favor of NORMANDY ASSOCIATES (a Louisiana partnership *in commendam*). RIVERBEND CORPORATION is the General Partner of NORMANDY ASSOCIATES and the Manager of RNW COMMUNITY, LLC. Robert Wiegand II is the President of RIVERBEND CORPORATION.

R<sup>W</sup>

In my capacity as President of RIVERBEND CORPORATION, which is, itself, General Partner of NORMANDY ASSOCIATES and Manager of RNW COMMUNITY, LLC, I bind the said companies to the above and foregoing Agreement.

WITNESSES

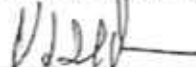
RIVERBEND CORPORATION



Robert Wiegand II, President

Date: 10 MAY 2012

ST. CHARLES PARISH



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

Date: 4/7/12

Bill Wiegand

Calli Madore



2012-0193

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

ORDINANCE NO. 12-6-2

An ordinance to approve and authorize the execution of an Act of Cash Sale by David J. Vial, M.D., L. L. C., to St. Charles Parish for a certain 3 acre parcel of property located adjacent to 166 Scorpio Street in Hahnville.

WHEREAS, on July 10, 2010 the St. Charles Parish Council adopted Ordinance No. 10-7-15 approving and authorizing the execution of an Act of Cash Sale by David J. Vial, M.D., L.L.C. for a certain 7.3788 acre parcel of property located at 166 Scorpio Street in Hahnville to house the Department of Public Works West Bank Maintenance Yard; and,

WHEREAS, at the time of the purchase the owner agreed to sell an additional three acres of property to the Parish, at the same per acre price, should the Department need additional property to accommodate its operations; and,

WHEREAS, the Department of Public Works has determined a need for the additional property to accommodate the West Bank Maintenance Yard and its associated operations, as more fully shown on the "Survey Plat and Resubdivision of Lot DV-1 and DV-2 of Hahnville Land & Development Co., Inc. into Lots Herein Designated as Lot DV-1A & DV-2A of Hahnville Land & Development Co., Inc. Situated in Sections 3, 23 & 68, Township 13 South, Range 20 East, Hahnville, St. Charles Parish, Louisiana, prepared by Riverlands Surveying Company dated April 27, 2012; and,

WHEREAS, it is the desire of the Parish Council to acquire said additional three acres of property.

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

**SECTION I.** That the Act of Cash Sale by David J. Vial, M.D., L. L. C., to St. Charles Parish for the above described property in the amount of \$156,816.00 is hereby approved.

**SECTION II.** That the Parish President is hereby authorized to execute said Act of Cash Sale 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 4th day of June, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

ACTING SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: June 6, 2012

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

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: June 7, 2012

AT: 9:45am RECD BY: CDM

ACT OF CASH SALE

UNITED STATES OF AMERICA

BY: DAVID J. VIAL, M.D., L.L.C.

STATE OF LOUISIANA

TO: PARISH OF ST. CHARLES

PARISH OF ST. CHARLES

BE IT KNOWN, that on this \_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord Two Thousand Twelve (2012).

BEFORE ME, LOUIS G. AUTHEMENT, Notary Public, duly commissioned and qualified, in and for the Parish of St. Charles, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

DAVID J. VIAL, M.D., L.L.C. (TIN:\*\*\*\*), a Louisiana limited liability company domiciled in the Parish of St. Charles, with its stated address at 126 Post Drive, Luling, Louisiana 70070, appearing herein in accordance with the attached Certificate of Authority by and through the SUCCESSION OF DAVID J. VIAL, M. D., (TIN:\*\*\*\*), Proceeding No. P-8689, Div. "C" 29<sup>th</sup> Judicial District Court for the Parish of St. Charles, State of Louisiana appearing herein through its duly appointed Co-Independent Administrators, Stephen O. Vial and Francesca Vial, pursuant to the attached Letters of Co-Independent Administrators incorporated herein by reference,

hereinafter referred to as seller, who declared that it does by these presents grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver, with all legal warranties and with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto:

ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by its President, V.J. St. Pierre, Jr., whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; pursuant to the authority granted by File No. 2012-0193, Ordinance No. 12-6-2 adopted by the St. Charles Parish Council on the 4<sup>th</sup> day of June, 2012, a copy of which is attached hereto and made a part hereof;

hereinafter referred to as purchaser, here present accepting, and purchasing for itself, its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

ALL OF THAT PORTION OF FORMER LOT DV-2 that has now been resubdivided into LOT DV-1A, pursuant to that certain Survey Plat and Resubdivision by Riverlands Surveying Company, dated April 27, 2012

and entitled "Survey Plat and Resubdivision of Lot DV-1 and DV-2, of Hahnville Land & Development Co., Inc. into Lots Herein Designated as Lot DV-1A & DV-2A of Hahnville Land & Development Co. Inc. Situated in Sections 3, 23 & 68, Township 13 South, Range 20 East, Hahnville, St. Charles Parish Louisiana", which Resubdivision is recorded at COB \_\_\_\_, folio \_\_\_\_ of the conveyance records of St. Charles Parish, and which is incorporated herein and made a part hereof. According to said Resubdivision, the portion of former LOT DV-2 transferred herein has a front along the rear boundary lines of Lots 81-85 of 331.28' along a bearing of S67°53'05"W, a width in the rear of 331.28' along a bearing of N67°57'02"E, with a depth along its sideline in common with new Lot DV-2A of 394.66' feet along a bearing of N22°06'55"W, and a depth along the opposite sideline of 394.28' feet along a bearing of N22°06'55"W, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining.

Being a portion of the same property acquired by seller herein by act dated dated December 27, 1999, and recorded at COB 562, folio 733.

The above-described property is subject to:

- 1) Apparent ditch servitude as depicted on the above referenced survey.

**TO HAVE AND TO HOLD** the above described property unto the said purchaser, its successors and assigns forever.

This sale is made and accepted for and in consideration of the price and sum of ONE HUNDRED FIFTY SIX THOUSAND EIGHT HUNDRED SIXTEEN AND NO/100 (\$156,816.00) DOLLARS Cash, which the said purchaser has well and truly paid, in ready and current money to the said seller who hereby acknowledges the receipt and sufficiency thereof and grants full acquittance and discharge therefor.

Purchaser accepts the above described property subject to the restrictions referred to herein and agrees for itself, its successors and assigns to be bound thereby.

All State and Parish taxes up to and including the taxes due and exigible in 2011 have been paid as per representation by seller herein.

All parties hereby agree to waive the production of tax and mortgage certificates and hereby relieve and release me, Notary, for any liability regarding their non-production. Should any zoning, planning or other Parish ordinances affect this transfer, the parties hereto relieve me, Notary, from any liability or for any responsibility to determine or see to compliance of these regulations. The parties hereto further relieve me, Notary, from any liability or for any responsibility to determine the wetland delineation or flood zone determination pertaining to the above described property.

The parties hereto declare that they have not requested an Environmental Site Assessment and/or Environmental Impact Study of the herein conveyed property; nor have they requested any kind of study or evaluation of the property or the buildings thereon for any harmful pollutant or noxious substances (including asbestos); nor have they requested any opinion or evaluation of the usability of said property due to any considerations of the environment (including a declaration that the said property is "wetlands"). The parties further acknowledge that said Notary has advised them of the availability of obtaining any of the above evaluations or studies and they have chosen to proceed without such studies; and they do hereby relieve and release me, Notary, from any responsibility in connection therewith.

The seller herein further declares that there are no judgments, mortgages or liens against the hereinabove described property and it has conveyed no portion of the premises nor done any act or allowed any act to be done which has changed or could change the boundaries of the premises.

All agreements and stipulations herein contained and all of the obligations herein assumed shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

No survey or title examination was requested of or made by the undersigned Notary and the parties hereto hereby relieve and release said Notary from any and all liability in connection therewith.

As the context herein may require, the singular shall be deemed to include the plural and the masculine form shall be deemed to include the feminine and neuter.

THUS DONE AND PASSED at Hahnville, Louisiana, on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

DAVID J. VIAL, M.D., L.L.C.  
Through the Succession of David J. Vial M.D.

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

\_\_\_\_\_  
BY: Stephen O. Vial  
ITS: Independent Co- Administrator

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

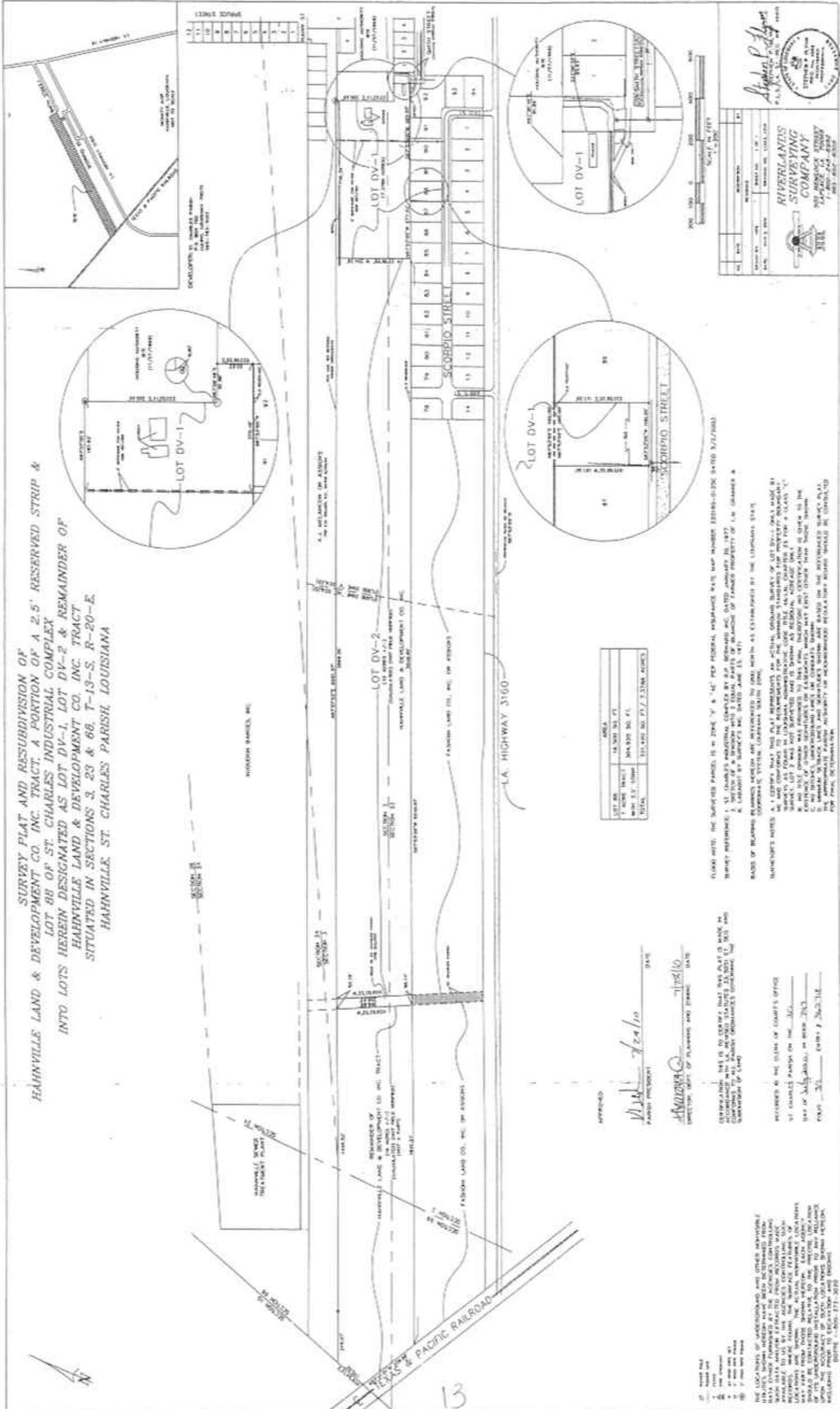
\_\_\_\_\_  
BY: Francesca Vial  
ITS: Independent Co- Administrator

ACCEPTANCE BY:  
ST. CHARLES PARISH

\_\_\_\_\_  
BY: V.J. St. PIERRE, JR.  
PARISH PRESIDENT

\_\_\_\_\_  
LOUIS G. AUTHEMENT  
NOTARY PUBLIC  
NOTARY ID#25814

**SURVEY PLAT AND RESUBDIVISION OF  
 HAHNVILLE LAND & DEVELOPMENT CO. INC. TRACT, A PORTION OF A 2.5' RESERVED STRIP &  
 INTO LOTS HEREIN DESIGNATED AS LOT DV-1, LOT DV-2 & REMAINDER OF  
 HAHNVILLE LAND & DEVELOPMENT CO. INC. TRACT  
 SITUATED IN SECTIONS 3, 23 & 68, T-19-S, R-20-E,  
 HAHNVILLE, ST. CHARLES PARISH, LOUISIANA**



**RIVERLANDS SURVEYING COMPANY**  
 100 N. W. 10th St., Ft. Lauderdale, Fla. 33304  
 Phone: (305) 555-1111

*Stephen J. Agostini*  
 Surveyor

DATE: 10/1/77  
 SHEET NO. 1 OF 1

FIELD NOTE: THE SURVEYED PARCEL IS 204' 7" x 142' PER FEDERAL SURVEYANCE B.L.S. MAP NUMBER 121810-0120 8-100 N/27/100A  
 TRACT REFERENCE: 1. ST. CHARLES INDUSTRIAL COMPLEX BY R.P. BETHARD JR., DATED JANUARY 30, 1977.  
 2. PORTION OF A DESIGN WITH 2 COLA PLOTS OF BENCH OF FARMER PROPERTY OF L.W. GRAMMER &  
 A. LUBERTY BY SURVEYOR INC. DATED JUNE 11, 1971.

BASES OF BEARINGS AND DISTANCES ARE ESTABLISHED BY THE LOUISIANA STATE  
 GEODESIC SYSTEM, (LOUISIANA STATE, 1983).

REMARKS: THIS PLAT REPRESENTS AN ACTUAL SURVEY OF LOT DV-1, ONLY MADE BY  
 ME AND COMPANY TO THE REQUIREMENTS FOR THE HAHNVILLE INDUSTRIAL COMPLEX  
 TRACT, AS FORMED BY THE LOUISIANA COMMISSION, 1983 (FILE #111, CHAPTER 75 FOR A CLASS "C"  
 TRACT). THE SURVEY WAS CONDUCTED ON THE 28th DAY OF SEPTEMBER, 1977.  
 THE TITLE COMPANY HAS REVIEWED THIS PLAN, INDICATING NO OBJECTION TO THE  
 EXISTENCE OF OTHER INTERESTS OR CLAIMS, WHICH MAY EXIST OTHER THAN THOSE  
 CITED IN THIS SURVEY. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE  
 APPROPRIATE FEDERAL, STATE AND LOCAL REGULATIONS AND STANDARDS.  
 FOR FURTHER INFORMATION, CONTACT THE SURVEYOR.

APPROVED:  
*William A. Agostini*  
 SURVEYOR

*Stephen J. Agostini*  
 DIRECTOR, DEPT. OF PLANNING AND ZONING

THIS PLAT WAS PREPARED BY ME AND COMPANY IN ACCORDANCE WITH LA. REVISED STATUTES 23:201, 23:203, 23:205 AND  
 23:207, AS AMENDED, AND ALL APPLICABLE ORDINANCES, AND  
 SUBSCRIBED TO BY ME AND COMPANY ON THE 28th DAY OF SEPTEMBER, 1977.

RECORDED IN THE CLERK'S OFFICE  
 AT CHARLES PARISH ON THE 28th DAY OF SEPTEMBER, 1977.  
 BY *John J. Agostini*, CLERK

THE ACCURACY OF THIS SURVEY AND THE CORRECTNESS OF THE INFORMATION CONTAINED  
 HEREIN IS GUARANTEED BY THE SURVEYOR'S CERTIFICATION. THE SURVEYOR'S  
 LIABILITY IS LIMITED TO THE ACTUAL SURVEY WORK. THE SURVEYOR IS NOT  
 RESPONSIBLE FOR ANY OTHER INFORMATION CONTAINED HEREIN. THE SURVEYOR  
 ACCEPTS NO LIABILITY FOR ANY OTHER INFORMATION CONTAINED HEREIN. THE  
 SURVEYOR'S LIABILITY IS LIMITED TO THE ACTUAL SURVEY WORK. THE SURVEYOR  
 IS NOT RESPONSIBLE FOR ANY OTHER INFORMATION CONTAINED HEREIN. THE  
 SURVEYOR ACCEPTS NO LIABILITY FOR ANY OTHER INFORMATION CONTAINED  
 HEREIN.



**2012-0194**

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

**ORDINANCE NO. 12-6-3**

An ordinance to amend the 2012 Consolidated Operating and Capital Budget to add revenues and capital expenses for Fund 313 – LCDBG Public Facilities Construction – in the total amount of \$800,000 for the Luling Sanitary Sewer Rehabilitation Project as provided by the FY2012 Community Development Block Grant funding. Also to recognize the Parish portion of this project by adding capital expenses – Improvements Other than Buildings (Sewer Development) in the amount of \$326,937 in Fund 401 – Waste Water.

**WHEREAS,** the 2012 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 7, 2011 by Ordinance No. 11-11-11, amended January 4, 2012 by Executive Order No. 12-1; February 22, 2012 by Executive Order No. 12-2; February 27 by Ordinance No. 12-2-9; April 9, 2012 by Ordinance No. 12-4-3; April 24, 2012 by Executive Order No. 12-3; May 6, 2012 by Executive Order 12-4; May 8, 2012 by Executive Order No. 12-5; and,

**WHEREAS,** the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2012 as shown by the Revision Schedule.

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

**SECTION I.** That in accordance with the provisions of Article V, Sections D, E, and F 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 amend the 2012 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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 4th day of June, 2012, to become effective five (5) days after publication in the Official Journal.

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

ACTING SECRETARY: Calli Madore

DLVD/PARISH PRESIDENT: June 6, 2012

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

PARISH PRESIDENT: W. St. Pierre

RETD/SECRETARY: June 7, 2012

AT: 9:45 am RECD BY: CFM

# ST. CHARLES PARISH

## GOVERNMENTAL FUNDS

### CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT FISCAL YEAR ENDING DECEMBER 31, 2012

Description	Current Year				Upcoming Year			
	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimate Remaining for Year	Projected Actual Result at Year End	Proposed Budget	% Change Last Adopted vs Projected Actual	% Change Projected Actual vs Proposed
<b>BEGINNING FUND BALANCE</b>	<b>66,370,902</b>	<b>69,382,604</b>			<b>79,776,396</b>	<b>73,643,292</b>		
Prior Period Adjustment								
<b>FUND BALANCE - RESTATED</b>	<b>66,370,902</b>	<b>69,382,604</b>			<b>79,776,396</b>	<b>73,643,292</b>		
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	105,224,054	106,509,539	43,308,429	50,705,867	94,014,296	102,934,311	-11.73%	9.49%
<b>TOTAL MEANS OF FINANCING</b>	<b>171,594,956</b>	<b>175,892,143</b>			<b>173,790,692</b>	<b>176,577,603</b>		
<b>EXPENDITURES &amp; OTHER FINANCING USES:</b>								
PERSONAL SERVICES	25,954,071	25,954,071	10,468,862	13,656,165	24,125,027	28,559,510	-7.05%	18.38%
OPERATING SERVICES	16,157,214	16,029,404	4,574,261	9,142,123	13,716,383	14,250,228	-14.43%	3.89%
MATERIALS & SUPPLIES	4,535,070	4,603,307	1,801,405	2,939,014	4,740,419	5,292,312	2.98%	11.64%
OTHER CHARGES	911,874	2,266,874	1,584,988	519,203	2,104,191	785,886	-7.18%	-62.65%
DEBT SERVICE	3,787,813	3,787,813	2,657,544	1,128,858	3,786,402	3,788,617	-0.04%	0.06%
CAPITAL OUTLAY	72,956,899	78,984,659	7,535,944	30,491,185	38,027,129	75,437,889	-51.86%	98.38%
INTERGOVERNMENTAL TRANSFERS	7,605,100	7,605,100	4,919,982	3,776,736	8,696,718	8,539,913	14.35%	-1.80%
	16,002,413	16,002,413	3,498,414	1,452,717	4,951,131	17,701,314	-69.06%	257.52%
<b>TOTAL</b>	<b>147,910,454</b>	<b>155,233,641</b>	<b>37,041,399</b>	<b>63,106,001</b>	<b>100,147,400</b>	<b>154,355,669</b>		
<b>NET CHANGE IN CURRENT REVENUES &amp; OTHER SOURCES OVER EXPENDITURES &amp; OTHER USES</b>	<b>(42,686,400)</b>	<b>(48,724,102)</b>			<b>(6,133,104)</b>	<b>(51,421,358)</b>		
<b>ENDING FUND BALANCE</b>	<b>23,684,502</b>	<b>20,658,502</b>			<b>73,643,292</b>	<b>22,221,934</b>		



2012-0196

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

ORDINANCE NO. 12-6-4

An ordinance to approve and authorize the execution of an Act of Onerous Donation by 3C Riverside Properties, LLC to St. Charles Parish for a certain eighty foot wide parcel of property adjacent to the Killona Park at 201 LA 3141 in Killona.

WHEREAS, on September 9, 2002 the St. Charles Parish Council adopted Ordinance No. 02-9-1 approving and authorizing the execution of an Act of Onerous Donation by 3C Riverside Properties, LLC of Lot A-2 located at 201 Highway 3141 in Killona, now known as Killona Park; and,

WHEREAS, the Parish is in need of an additional eighty foot wide parcel of property to accommodate the parking lot at the Killona Park and 3C Riverside properties, LLC has agreed to donate said additional property to the Parish, as more fully shown as Lot A-2A on the Survey by Lucien C. Gassen, PLS dated December 28, 2011; and,

WHEREAS, it is the desire of the Parish Council to accept said Act of Onerous Donation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

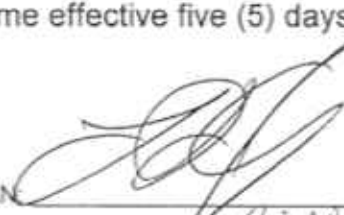
SECTION I. That the Act of Onerous Donation by 3C Riverside Properties, LLC to St. Charles Parish for a certain Parcel of property as shown on the Survey by Lucien C. Gassen, PLS dated December 28, 2011 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Act of Onerous Donation 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 4th day of June, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:   
ACTING SECRETARY: Calli Maderi  
DLVD/PARISH PRESIDENT: June 6, 2012  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: W. St. Pierre  
RETD/SECRETARY: June 7, 2012  
AT: 9:45 am RECD BY: CFM

ACT OF ONEROUS DONATION  
BY: 3C RIVERSIDE PROPERTIES, LLC  
TO: ST. CHARLES PARISH

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

BE IT KNOWN, that on the dates indicated below.

BEFORE the undersigned Notary Public, duly commissioned and qualified, in and for the respective Parish/County and State, therein residing, and in the presence of the witnesses hereinafter named and undersigned:

**PERSONALLY CAME AND APPEARED:**

**3C RIVERSIDE PROPERTIES, L.L.C. (72-1384078)**, a Louisiana Limited Liability Company having an address of 46 Timber Creek Drive, Suite 200, Cordova, TN 38018, represented herein by Harry R. Coleman, III, its Manager/President, duly authorized by Certificate of Authority attached hereto and made a part hereof;

hereinafter referred to as Donor, which declared that it does by these presents donate, give, grant, bargain, convey, transfer, assign, set over, abandon and deliver, without any warranties whatsoever, but with full substitution and subrogation in and to all the rights and actions of warranty which it has or may have against all preceding owners and vendors, unto:

**ST. CHARLES PARISH**, a political subdivision of the State of Louisiana, herein represented by its President, V. J. St. Pierre, Jr., whose mailing address is P. O. Box 302, Hahnville, Louisiana, 70057; and pursuant to File No. 2012-0196 Ordinance No. 12-6-4 adopted by the St. Charles Parish Council on June 4, 2012, a copy of which is attached hereto and made a part hereof;

hereinafter referred to as Donee, here present accepting for itself and its successors and assigns, and acknowledging due delivery and possession thereof, all and singular the following described property, to-wit:

ALL OF THAT PORTION OF FORMER LOT A-1 that has now been resubdivided into **LOT A-2A**, pursuant to that certain Resubdivision by Lucien C. Gassen, dated December 28, 2011 and entitled "Resubdivision of Lots A-1 and A-2, Killona Playground Subdivision into Lots A-1A & A-2A" in Section 62, Township 12 South, Range 19 East, situated in the Parish of St. Charles, State of Louisiana, which Resubdivision is recorded at COB 771, folio 719 of the conveyance records of St. Charles Parish, and which is incorporated herein and made a part hereof. According to said Resubdivision, the portion of former LOT A-1 donated herein has a front along LA Hwy. 3141 of 80.00 feet, a width in the rear of 80.00 feet, a depth along its sideline in common with new Lot A-1A of 276.29 feet, and a depth along the opposite sideline of 274.25 feet, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes and advantages thereunto belonging or in anywise appertaining.

Being a portion of the same property acquired by Donor from Koch Properties, Inc. by Act of Limited Warranty Deed dated August 26, 1997 recorded at COB 526, folio 130 of the official records of St. Charles Parish, Louisiana.

The above described property is subject to all outstanding mineral conveyances, mineral reservations, mineral releases, mineral servitudes and any existing easements, servitudes, rights of ways, and leases of any nature or kind whatsoever, of record and in existence; Donee acknowledges that the undersigned Notary Public has not conducted a title examination on the above described property to determine what, if any, restrictions, encumbrances or other matters of record apply to or affect the above-described property.

**TO HAVE AND TO HOLD** the above described property unto the said Donee, its successors and assigns forever.

This onerous donation is made and accepted subject to the condition that Donee shall not change, or allow to be changed, the zoning classification assigned to the above-described property in such a manner that would impose a greater buffer zone requirement, or other restriction, condition or limitation, than what presently applies to the development or use of Donor's surrounding property. This onerous donation is further made and accepted subject to the stipulation that the above-described property and all improvements constructed thereon shall continue to be used for public recreational purposes.

In the event the conditions, covenants, provisions and stipulations recited above are not satisfied, this Act shall be deemed rescinded and title to the above-described property, and all improvements thereon, shall automatically revert to Donor without any further action or consent required of Donee and without any obligation on Donor to compensate Donee for any improvements thereto.

Donor further reserves unto itself, its successors and assigns, and excepts from this donation, all of the oil, gas and other minerals in, under and which may be produced from the property herein donated, it being understood, however that Donor, its successors and assigns, shall have the right to produce oil, gas or other minerals in, under or from the property herein conveyed by the use of directional drilling methods only, and thus hereby waives surface rights.

Donee has accepted and does hereby accept and acknowledge delivery of the above described property from Donor, subject to and in conformity with all the conditions, covenants, provisions and stipulations set forth above.

The parties hereto estimate the value of said donated property to be in the amount of \$ \_\_\_\_\_.

All parties hereby agree to waive the production of tax and mortgage certificates and hereby relieve and release me, Notary, for any liability regarding their non-production. Should any zoning, planning or other Parish ordinances affect this act, the parties hereto relieve me, Notary, from any liability or for any responsibility to determine or see to compliance of these

regulations. The parties also acknowledge that no examination of the title has been made by me, Notary, and agree to relieve, release, defend, save, hold harmless, and indemnify me, Notary, from any and all claims, liabilities and responsibilities in connection therewith.

All agreements and stipulations herein contained and all of the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

All state and parish taxes for the year 2011 have been paid by Donor. All state and parish taxes for the year 2012 shall be assumed by Donee.

**THUS DONE AND PASSED** at \_\_\_\_\_, State of \_\_\_\_\_, on the \_\_\_ day of \_\_\_\_\_, 2012, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

**WITNESSES:**

**DONOR:**  
**3C RIVERSIDE PROPERTIES, LLC**

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

\_\_\_\_\_  
**BY: HARRY R. COLEMAN, III**  
**ITS: MANAGER/PRESIDENT**

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

\_\_\_\_\_  
**NOTARY PUBLIC**  
Printed Name: \_\_\_\_\_  
Notary/Bar No.: \_\_\_\_\_

THUS DONE AND PASSED at Hahnville, Louisiana, on the \_\_\_ day of \_\_\_\_\_, 2012, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearers, and me, Notary, after reading of the whole.

WITNESSES:

ACCEPTANCE BY DONEE:  
ST. CHARLES PARISH

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

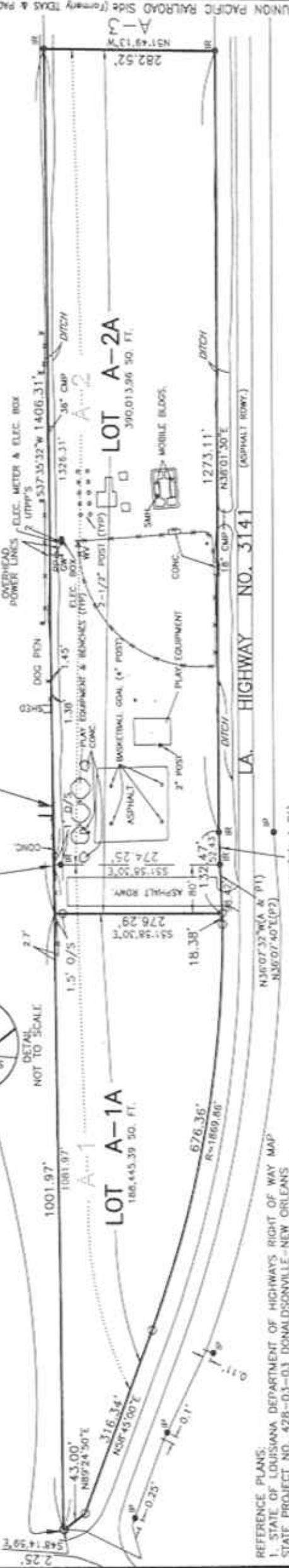
\_\_\_\_\_  
BY: V. J. ST. PIERRE, JR.  
ITS: PRESIDENT

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

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
Notary/Bar No.: \_\_\_\_\_



VICINITY MAP  
SCALE: 1" = 2000'



**RESUBDIVISION OF LOTS A-1 & A-2  
KILLONA PLAYGROUND SUBDIVISION  
INTO LOTS A-1A & A-2A  
IN SECTION 62, T12S - R19E  
ST. CHARLES PARISH, LOUISIANA  
SCALE: 1" = 200' DECEMBER 28, 2011**

**LEGEND**

- = IRON FOUND
- = IR SET
- = GUY WIRE
- HP = POWER POLE
- SMH = SEWER MANHOLE
- UTPP = UTILITY POWER POLE
- WV = WATER VALVE
- +— = FENCE
- O/S = OFF-SET

BEARINGS ARE BASED ON REFERENCE PLAN NOS. 2 AND 3

**REFERENCE PLANS:**

- STATE OF LOUISIANA DEPARTMENT OF HIGHWAYS RIGHT OF WAY MAP STATE PROJECT NO. 428-03-03 DONALDSONVILLE-NEW ORLEANS HIGHWAY BY BLANCHARD J. MARCHAND, LAND SURVEYOR, DATED JULY 15, 1970, REVISED SEPT. 25, 1971 AND JULY 21, 1971
- KILLONA PLAYGROUND SUBDIVISION, RESUBDIVISION OF AN UNDEVELOPED PORTION OF 3C RIVERSIDE LANDS INTO LOTS A-1, A-2, A-3 & A-4 BY MICHAEL D. BERNARD, LAND SURVEYOR, DATED FEBRUARY 20, 2002
- BOUNDARY & TOPOGRAPHIC SURVEY LOT A-2 KILLONA PLAYGROUND SUBDIVISION BY LUCIEN C. GASSEN, DATED AUGUST 12, 2008

The reference plots shows no servitudes and no information regarding servitudes was furnished by the owner or his agent. No further research regarding servitudes was performed for this survey.

This is to certify that I have consulted the Flood Insurance Rate Maps and found that this property is in Zone X.

**LA. HIGHWAY NO. 3141 (ASPHALT HWY.)**

**UNION PACIFIC RAILROAD Side (Formerly TEXAS & PACIFIC RAILROAD)**

**RESUBDIVISION OF LOTS A-1 & A-2  
KILLONA PLAYGROUND SUBDIVISION  
INTO LOTS A-1A & A-2A  
IN SECTION 62, T12S - R19E  
ST. CHARLES PARISH, LOUISIANA  
SCALE: 1" = 200' DECEMBER 28, 2011**

**CERTIFIED TO ST. CHARLES PARISH**

I certify that this plot represents an actual ground survey performed under my supervision and is in accordance with the Louisiana standards of practice for a Class C survey.

**LUCIEN C. GASSEN, PLS**  
Registration No. 353  
(985) 785-0745  
1026 Gassen Street  
Luling, Louisiana 70070

Recorded in The Clerk of Court's office  
St. Charles Parish on the 16 day of  
May 2012, in Book 771  
Folio 719, Entry # 379057

Signature \_\_\_\_\_ Title \_\_\_\_\_

Approved/Disapproved  
Harlow  
St. Charles Parish Director of Planning & Zoning  
Date 2/10/12

Approved/Disapproved  
W.L.  
St. Charles Parish President  
Date 5/14/12

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



2012-0197

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

ORDINANCE NO. 12-6-5

An ordinance to approve and authorize the execution of a Donation of Servitude by the St. Charles Parish Housing Authority to St. Charles Parish for the construction and maintenance of a sewer force main from Luling to Boutte.

WHEREAS, St. Charles Parish has determined a public need to construct and maintain a sewer force main from Ashton Sewer Lift Station in Luling to Boutte; and,

WHEREAS, a servitude is needed for construction as more fully shown on the Survey entitled "Proposed Utility Servitude and Temporary Construction Servitude Across St. Charles Parish Housing Authority" by Bayou Country Surveying, LLC dated May 10, 2012; and,

WHEREAS, St. Charles Parish Housing Authority has generously agreed to donate the servitude to be used for the construction and maintenance of a sewer force main; and,

WHEREAS, it is the desire of the Parish Council to approve and authorize said donation.

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

**SECTION I.** That there is hereby declared a public need for a servitude on the above described property to construct and maintain a sewer force main from the Ashton Sewer Lift Station to Boutte.

**SECTION II.** That the Donation of Servitude by the St. Charles Parish Housing Authority to St. Charles Parish is hereby approved and accepted.

**SECTION III.** That the Parish President is hereby authorized to execute said Donation of Servitude on behalf of St. Charles Parish and any and all documents necessary to complete said donation.

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 4th day of June, 2012, and to become effective immediately.

CHAIRMAN: 

ACTING SECRETARY: Calli Maddox

DLVD/PARISH PRESIDENT: June 6, 2012

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: June 7, 2012

AT: 9:45 AM RECD BY: cm

DONATION OF SERVITUDE

UNITED STATES OF AMERICA

BY AND BETWEEN

STATE OF LOUISIANA

ST. CHARLES PARISH HOUSING  
AUTHORITY

PARISH OF ST. CHARLES

AND

ST. CHARLES PARISH

BE IT KNOWN, that on this \_\_\_\_ day of \_\_\_\_\_, in the year of  
2012.

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

**PERSONALLY CAME AND APPEARED:**

**ST. CHARLES PARISH HOUSING AUTHORITY**, a  
public body created and organized pursuant to and in  
accordance with the laws of the State of Louisiana,  
herein represented by \_\_\_\_\_,  
duly authorized by the Board of Commissioners  
pursuant to the attached Resolution; (hereinafter  
referred to as **Grantor**),

who declared that they do hereby donate a **Temporary Construction Servitude** and a  
**Permanent Utility Servitude** to **St. Charles Parish**, a political subdivision of the State  
of Louisiana, whose address is P. O. Box 302, Hahnville, Louisiana, 70057, (hereinafter  
referred to as **Grantee**) for the purposes of constructing, operating, maintaining,  
repairing and/or replacing sewer improvements on the following described property  
situated in St. Charles Parish, to-wit:

**TEMPORARY CONSTRUCTION SERVITUDE**

Commencing at a point being the Northwestern most  
property corner of St. Charles Housing Authority property;  
Thence S33°31'22"W a distance of 478.15' to a point, said  
point being the Point of Beginning;  
Thence S46°59'10"E a distance of 227.11';  
Thence S33°31'22"W a distance of 10.14';  
Thence N46°59'10"W a distance of 227.11';  
Thence N33°31'22"E a distance of 10.14'; Back to the Point  
of Beginning,  
Having an area of 2,271 square feet. As shown on Plat Titled  
"Proposed Utility Servitude and Temporary Construction  
Servitude Across St. Charles Parish Housing Authority



Located in Sections 88 & 89, T13S-R20E St. Charles Parish,  
Louisiana" Prepared by Bayou Country Surveying, LLC.  
Dated 5/10/2012.

**AND**

**PERMANENT UTILITY SERVITUDE**

Commencing at a point being the Northwestern most  
property corner of St. Charles Housing Authority property;  
Thence S33°31'22"W a distance of 478.15' to a point, Thence  
S33°31'22"W a distance of 10.14', said point being the Point  
of Beginning;  
Thence S46°59'10"E a distance of 227.11';  
Thence S33°31'22"W a distance of 10.14';  
Thence N46°59'10"W a distance of 227.11';  
Thence N33°31'22"E a distance of 10.14'; Back to the Point  
of Beginning,  
Having an area of 2,271 square feet. As shown on Plat Titled  
"Proposed Utility Servitude and Temporary Construction  
Servitude Across St. Charles Parish Housing Authority  
Located in Sections 88 & 89, T13S-R20E St. Charles Parish,  
Louisiana" Prepared by Bayou Country Surveying, LLC.  
Dated 5/10/2012.

These servitudes are being granted for the purposes of constructing and maintaining  
drainage improvements and **GRANTORS** grant unto **GRANTEE** the right of ingress and  
egress to and from said servitude for the purpose of installation, operation, maintenance  
and inspection of said drainage improvements. **GRANTORS** retain the rights to fully  
use and enjoy the above-described property, except as to the rights here and above  
granted. **GRANTEE** agrees to indemnify and hold harmless **GRANTOR** from any and  
all damages which **GRANTORS** may suffer, caused either wholly or in part, by reason  
of the negligence of the Parish, its agents or employees, in the installation, operation or  
maintenance of this drainage servitude.

To have and to hold said easements, right and rights of way unto the said  
**GRANTEE**, its successors and assigns until said easement be exercised and so long  
thereafter as the same shall be useful for the above named purposes.

**THUS DONE AND SIGNED** by the parties hereto at my office in Hahnville,  
Louisiana, on the date first above written, in the presence of me, Notary, and the

following competent witnesses who have signed in the presence of the parties and me,  
Notary.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

*Abede Clo*

\_\_\_\_\_

*Calli Madure*

GRANTORS:

ST. CHARLES PARISH HOUSING  
AUTHORITY

BY: \_\_\_\_\_

\_\_\_\_\_

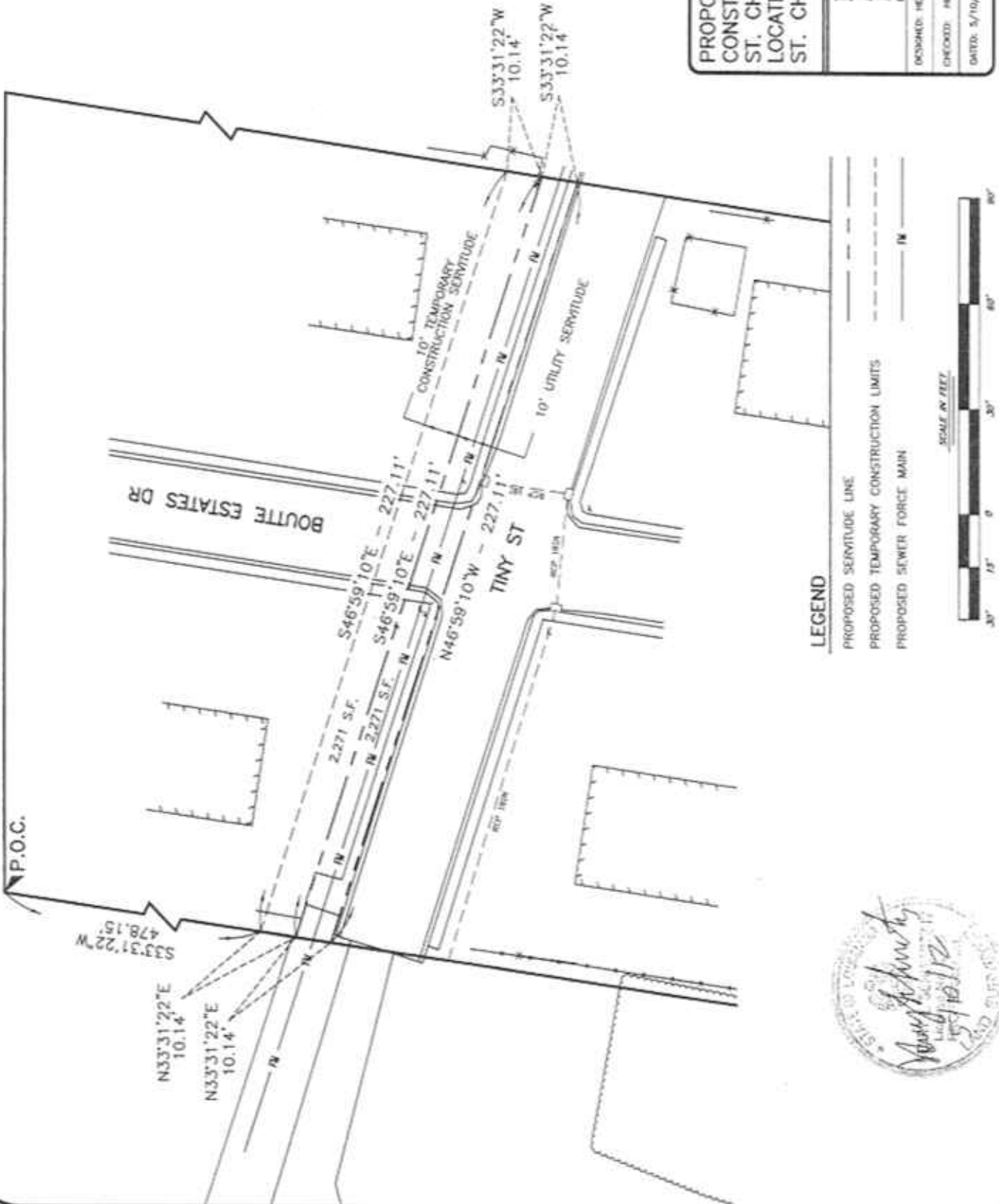
PARISH OF ST. CHARLES

BY: *VJP*

V. J. ST. PIERRE, JR.

\_\_\_\_\_  
NOTARY PUBLIC  
LEON C. VIAL, III  
BAR NO. 13061

NOTE:  
BEARINGS ARE BASED ON THE "LOUISIANA  
COORDINATE SYSTEM OF 1983 SOUTH ZONE"



**LEGEND**

- PROPOSED SERVITUDE LINE
- PROPOSED TEMPORARY CONSTRUCTION LIMITS
- PROPOSED SEWER FORCE MAIN

SCALE IN FEET



PROPOSED UTILITY SERVITUDE AND TEMPORARY  
CONSTRUCTION SERVITUDE ACROSS  
ST. CHARLES PARISH HOUSING AUTHORITY  
LOCATED IN SECTIONS 88 & 89, T13S-R20E  
ST. CHARLES PARISH, LOUISIANA

**BAYOU COUNTRY SURVEYING, LLC**  
*Professional Land Surveyors*  
PO Box 156 Labadieville, LA 70372  
Office 985-526-0016

DESIGNED: HES	DETAILED:	TRACED:
CHECKED: HES	CHECKED: HES	CHECKED:

DATED: 5/16/2012 FILE: Z:\BAYOU\_COUNTRY\_SURVEYING\ARRES\1738\HOUSING AUTHORITY JOB NO: 1739



2012-0198

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

ORDINANCE NO. 12-6-6

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No S080503, Priority Lift Station & Force Mains, to balance the contract quantities with actual quantities resulting in a decrease of \$78,307.60 and increase of 172 days.

WHEREAS, Ordinance No. 11-1-1 adopted January 10, 2011 by the St. Charles Parish Council awarded construction of Parish Project No S080503, Priority Lift Station & Force Mains, to Digco Utility Construction LP; and,

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in a decrease to the contract amount by \$78,307.60 and increase of 172 days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No. S080503, Priority Lift Station & Force Mains, to decrease the contract amount by \$78,307.60 and increase the contract time by 172 days is hereby approved and accepted.

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

SECTION III. St Charles Parish considers the project complete and accepts all equipment installations, repairs, 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, NUSS

NAYS: NONE

ABSENT: FLETCHER

And the ordinance was declared adopted this 4th day of June, 2012, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: 

ACTING SECRETARY: Calli Madine

DLVD/PARISH PRESIDENT: June 6, 2012

APPROVED:  DISAPPROVED:

PARISH PRESIDENT: Werk

RETD/SECRETARY: June 7, 2012

AT: 9:45 am RECD BY: cm

# RESIDENT PROJECT CHANGE ORDER

No. 1 (Final)

DATE OF ISSUANCE May 10, 2012

EFFECTIVE DATE May 10, 2012

## REPRESENTATIVE

OWNER St. Charles Parish  
 CONTRACTOR Digco Utility Construction, LP  
 Contract: Priority Lift Stations & Force Mains  
 Project: Priority Lift Stations & Force Mains  
 OWNER's Contract No. S080503 ENGINEER's Contract No. 0838  
 ENGINEER Environmental Engineering Services, Inc.

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

- Description: **A. Installation of a valve array connecting Antoine Pumping Station with the Ristroph & Ashton System.**  
**B. Removal of one tree at the Bosco Lift Station area.**  
**C. Installation of a 1" air release valve at Easy Street on Antoine Pumping System.**  
**D. Balancing Change Order**  
**E. Time Extension**

Reason for Change Order:

- A. This valve array gives the Parish the flexibility to pump Antoine Pumping Station through Ristroph Pumping System, Ashton Pumping System, or both.**  
**B. The tree interferes with the installation of the Lift Station and Force Main.**  
**C. Valve is to remove air in force main at high point along Easy Street.**  
**D. To adjust quantities to actual installed quantities.**  
**E. River stage above 11' creating a work stoppage, Union Pacific Railroad permit delayed at construction and addition days for change order work.**

Attachments: (List documents supporting change)

- A. Contractor's proposal for valve array.**  
**B. Contractor's proposal dated January 24, 2012.**  
**C. Contractor's proposal dated May 11, 2012.**  
**D. Balancing Change Order Summary Sheet dated May 14, 2012.**  
**E. Request for additional days from Ranger Field Service dated February 21, 2012.**

CHANGE IN CONTRACT PRICE:
Original Contract Price \$1,510,228.00
Net Increase (Decrease) from previous Change Orders No. <u>-</u> to <u>-</u> : \$ <u>-0-</u>
Contract Price prior to this Change Order: \$1,510,228.00
Net Decrease of this Change Order: -\$78,307.60
Contract Price with all approved Change Orders: \$1,431,920.40

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>270</u> Ready for final payment: <u>315</u> (days or dates)
Net change from previous Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>0</u> Ready for final payment: <u>0</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>270</u> Ready for final payment: <u>315</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>172</u> Ready for final payment: <u>172</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>442</u> Ready for final payment: <u>487</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]  
ENGINEER (Oscar J. Boudreaux)

By: [Signature]  
OWNER (V.J. St. Pierre)

By: [Signature]  
CONTRACTOR (Boyd Simon)

Date: 5/16/12

Date: 4/7/12

Date: 5/15/12

2012-0199

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
TRACI A. FLETCHER, COUNCILWOMAN, DISTRICT VI  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. 12-6-7

An ordinance to approve and authorize the execution of a Construction Contract with Hamp's Construction, LLC for Project No. P091001, Montz Drainage Improvements to KCS Canal Project in the amount of \$1,199,737.81.

WHEREAS, sealed bids were received by St. Charles Parish on May 16, 2012 for Project No. P091001, Montz Drainage Improvements to KCS Canal Project; and,

WHEREAS, Volkert Inc., Janet L. Evans, P.E., the Engineer for the Project, has reviewed the bids and recommend that the Contract be awarded to the low bidder, Hamp's Construction, LLC in the amount of \$1,199,737.81; and,

WHEREAS, the existing KCS Canal in Montz is experiencing restricted drainage flow from the Montz Area, does not meet requirements of the Montz Master Drainage Plan, has small diameter culverts restricting flow, is not at the correct bottom invert elevation to properly drain the upstream properties and is currently routed through a high power Entergy Tower. To increase the Drainage capacity for the Montz area, the Montz Master Drainage Plan recommendations must be implemented and all restrictions removed from the KCS Canal to provide proper Drainage for the Montz Area; and,

WHEREAS, the restriction in the KCS Canal under the Entergy Tower cannot be improved in place, the KCS Canal will be rerouted around the Entergy Tower in large diameter culverts to increase the capacity of the drainage for the KCS Canal to reduce the potential for flooding in the Montz Area;

WHEREAS, the construction costs for this project will be funded from the Roads and Drainage Special Revenue Fund (112) in the amount of \$1,199,737.81.

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

**SECTION I.** That the bid of **Hamp's Construction, LLC**, for the construction of the drainage improvements to the KCS Canal under Project No. **P091001, Montz Drainage Improvements to KCS Canal Project**, be hereby accepted, in the amount of **\$1,199,737.81**.

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

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

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

And the ordinance was declared adopted this 4th day of June, 2012 to become effective five (5) days after publication in the Official Journal.

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

ACTING SECRETARY: Calli Madore

DLVD/PARISH PRESIDENT: June 6, 2012

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

PARISH PRESIDENT: Wood

RETD/SECRETARY: June 7, 2012

AT: 9:45 am RECD BY: cm



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 HAMP'S CONSTRUCTION, 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 comprises of the re-alignment and re-grading of the existing KCS Canal, installation of double barrel 8' span x 6' rise cast-in-place reinforced concrete box culverts, clearing and grubbing, installation of temporary and permanent shoring, removing drainage structures, installation of drainage structures, construction of a limestone access road, as well as related earthwork, drainage, and erosion control. This project also includes coordination, permitting, and procurement of related approvals and requirements of/by the Kansas City Southern Railway Company, Entergy Louisiana LLC, Chevron Pipeline Company, and Enterprise Pipeline Company.

ARTICLE 2. ENGINEER

The Project has been designed by Volkert, 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 200 calendar days from the date stipulated in the Notice to Proceed. There will be a thirty (30) calendar day assembly period which shall begin on the date of the Notice to Proceed. This assembly period shall be used by the CONTRACTOR to acquire materials and to prepare, submit, and obtain approval of all permits, requirements, agreements and right of entry agreements required by all parties requiring the CONTRACTOR to do so including items required by the Kansas City Southern Railway, Entergy Louisiana, Chevron Pipeline Company, and Enterprise Pipeline Company. Upon the expiration of the assembly period, the CONTRACTOR shall begin work within the ten (10) calendar day grace period.
- 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

00500\_rev2

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 \$1000.00 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: (\$1,199,737.81) One million, one hundred ninety nine thousand seven hundred thirty seven dollars and eighty one cents 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 (Numbers   1   to   3   inclusive)
- 7.6 Contract documents bearing the general title "Montz – Drainage Improvements to KCS Canal" dated January 2012.
- 7.7 Drawings, consisting of a cover sheet dated January 13, 2012 and the sheets listed on Drawing No. 1 Title Sheet; each sheet bearing the following general title:  
  
"Montz – Drainage Improvements to KCS Canal".
- 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 Chris Langford

Title \_\_\_\_\_

Title Manager

Attest \_\_\_\_\_

Attest Genevieve Sturgis

END OF SECTION

2012-0200

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

ORDINANCE NO. 12-6-8

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Project No. P080801, Eighty Arpent Pump Station Improvements Project to decrease the contract amount by \$175,126.50 and increase the contract time by seventy eight (78) days.

WHEREAS, Ordinance No. 11-1-8, adopted January 24, 2011, by the St. Charles Parish Council, approved and authorized the execution of a contract with BLD Services LLC for Project No. P080801, Eighty Arpent Pump Station Improvements Project in the amount of \$6,965,925.00; and,

WHEREAS, The decrease in contract amount resulted from the net decrease of twenty (20) bid line items in the amount of \$325,159.50, and an increase of fourteen (14) additional line items in the amount of \$150,033.00; and,

WHEREAS, The increase in contract time was a result of additional days incurred due to rain events throughout the duration of the project and late delivery of new Pumps, Gear Boxes and Engines due to manufacturer delays.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS,

SECTION I. That Change Order No. 1(Final) for Parish Project No. P080801, Eighty Arpent Pump Station Improvements Project to decrease the contract amount by \$175,126.50 and increase the contract time by seventy eight (78) days is hereby approved and accepted.

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

SECTION III. St Charles Parish considers the project complete and accepts all equipment installations, repairs, 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, NUSS

NAYS: NONE

ABSENT: FLETCHER

And the ordinance was declared adopted this 4th day of June, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

ACTING SECRETARY: Calli Inadere

DLVD/PARISH PRESIDENT: June 6, 2012

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

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: June 7, 2012

AT: 9:45 AM RECD BY: cm

ST. CHARLES PARISH  
EIGHTY ARPENT PUMP STATION IMPROVEMENTS  
P080801

CHANGE ORDER

No. 1 (FINAL)

DATE OF ISSUANCE 5/15/12

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

OWNER St. Charles Parish  
CONTRACTOR BLD Services, LLC  
Contract: Eighty Arpent Pump Station Improvements  
Project: Eighty Arpent Pump Station Improvements  
OWNER's Contract No. P080801 ENGINEER's Contract No. 10710  
ENGINEER Professional Engineering Consultants Corporation

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

1. Delete the Following Work Items:
  - a. Contract Item 10-PS: Compacted Clay Fill Material Above Discharge Pipe  
Delete item in its entirety. (-\$4,800.00)
  - b. Contract Item 51-PS: Miscellaneous Electrical Work (Deletion of the Manual Transfer Switch)  
Credit for item in the amount of (-\$4,087.50)
  - c. Contract Item 63-PS: Relocation Of Infrastructure Items  
Delete item in its entirety. (-\$150,000.00)
  - d. Contract Item 63-SC: Relocation Of Infrastructure Items  
Delete item in its entirety. (-\$150,000.00)

Total of Deducted Items = (-\$308,887.50)

2. Add the Following Work Items:
  - a. New Contract Item X-1: Bar Screen Motor And Gear Assembly  
Addition of +\$14,420.00
  - b. New Contract Item X-2: Generator Conduit  
Addition of +\$557.00
  - c. New Contract Item X-3: Electrical Modifications  
Addition of +\$39,163.00
  - d. New Contract Item X-4: Fuel System Modifications  
Addition of +\$2,515.00
  - e. New Contract Item X-5: Remove Sheet Piles/Rip Rap (Intake Channel)  
Addition of +\$11,316.00
  - f. New Contract Item X-6: Disposal Of Excavated Material  
Addition of +\$11,130.00
  - g. New Contract Item X-7: Remove Concrete Piles/Tie Backs For Pump Station Addition  
Addition of +\$20,176.00
  - h. New Contract Item X-8: Grout New Flanges On Existing Discharge Pipes  
Addition of +\$1,421.00
  - i. New Contract Item X-9: Gusset Plates For Building Modifications  
Addition of +\$14,246.00
  - j. New Contract Item X-10: Concrete Curb For Fuel System  
Addition of +\$10,763.00
  - k. New Contract Item X-11: Security Fence Rail  
Addition of +\$796.00
  - l. New Contract Item X-12: High Capacity Fuel Separator  
Addition of +\$4,897.00

- m. New Contract Item X-13: Overhead Door Modifications  
Addition of +\$4,133.00
- n. New Contract Item X-14: 4-Foot Wide Chain Link Access Gates With Anti Climb Top And Locking Mechanism (quantity is eight)  
Addition of +\$14,500.00

Total of Added Work Items = +\$150,033.00

3. Revise the Following Work Item Quantities:

- a. Contract Item 9-PS: Compacted Sand Embankment At Discharge Pipes  
The quantity is to be changed to 8000 CY +\$24,000.00
- b. Contract Item 11-PS: Cast-In-Place Reinforced Concrete Discharge Basin Extension  
The quantity is to be changed to 120 CY (-\$2000.00)
- c. Contract Item 18-PS: Cast-In-Place Reinforced Concrete Slab, Beams, And Supports For The New Pump Station Addition  
The quantity is to be changed to 52 CY (-\$7,200.00)
- d. Contract Item 20-PS: Steel Sheet Piles Under The New Pump Station Addition (Sump Area)  
The quantity is to be changed to 2,130 SF +\$9,200.00
- e. Contract Item 21-PS: Cast-In-Place Reinforced Sump Slab Concrete And Intake Channel Lining  
The quantity is to be changed to 118 CY (-\$13,200.00)
- f. Contract Item 26-PS: 6-Foot High Chain Link Fence With Anti Climb Top At The New Pump Station Addition  
The quantity is to be changed to 825 LF +\$14,375.00
- g. Contract Item 37-PS: Underground Diesel Fuel Supply/Return Piping Encased In Red Concrete  
The quantity is to be changed to 80 LF (-\$12,000.00)
- h. Contract Item 38-PS: Above Ground Galvanized Steel Diesel Fuel Supply/Return Piping Including Valves, Fitting, And Connections  
The quantity is to be changed to 325 LF +\$12,000.00
- i. Contract Item 40-PS: 12" Thick Compacted Limestone Roadway With Geotextile Fabric  
The quantity is to be changed to 805 SY +\$2,520.00
- j. Contract Item 54-PS: Miscellaneous Excavation, Backfill, And Compaction  
The quantity is to be changed to 3,500 CY +\$24,000
- k. Contract Item 56-PS: Rip Rap (For Downstream Bank Protection)  
The quantity is to be changed to 920 TN (-\$93,600.00)
- l. Contract Item 57-PS: Geotextile Fabric For Downstream Bank Protection  
The quantity is to be changed to 2,390 SY (-\$4,020.00)
- m. Contract Item 64-PS: Furnish And Install Temporary Electrical Power Generator  
The quantity is to be changed to 225 Days +\$7,550.00
- n. Contract Item 40-SC: 12" Thick Compacted Limestone Roadway With Geotextile Fabric  
The quantity is to be changed to 802 SY +\$2,478.00
- o. Contract Item 46-SC: Steel Sheet Piles (Channel Bulkhead)  
The quantity is to be changed to 10,500.00 SF +\$19,250.00
- p. Contract Item 47-SC: 6-Foot High Chain Link Fence At The Canal And Bar Screen Structure  
The quantity is to be changed to 175 LF +\$375.00

Total of Change in Work Items Quantity = (-\$16,272.00)

**Reason for Change Order:**

- 1. Deleted Work Items
  - a. The Compacted Clay Fill Material Above Discharge Pipe Item was removed from the project and replaced with Compacted Sand.



- b. The Manual Transfer Switch was deleted from the project based on the Project Engineer's recommendation resulting in a credit to the Owner.
  - c. The Relocation of Infrastructure Items Allowance for the Pump Station (63-PS) was removed from the project due to the absence of expected conflicts with site utilities.
  - d. The Relocation of Infrastructure Items Allowance for the Bar Screens (63-SC) was removed from the project due to the absence of expected conflicts with site utilities.
2. Add Work Items
- a. The Bar Screen Motor and Gear Box Assembly spare parts were provided as per the Manufacturers recommendation.
  - b. Additional Generator Conduits were added for the utilization of St. Charles Parish telemetry system.
  - c. Electrical Modifications provided code required clearances in the existing Pump Station Building.
  - d. The Fuel System modifications were necessary to provide increasing flow of fuel to the day tank and spill preventative measures by increasing the height of the vent to prevent any spillage of fuel from the vent in the day tank.
  - e. Due to unknown site conditions additional Sheet Piles and Rip Rap were removed to allow for the construction of the Bar Screen Facilities.
  - f. The removal of excavated materials was required as a condition of the Coastal Zone and Dept. of the Army Corps of Engineers permits.
  - g. Removal of Existing and Unknown Concrete Piles and Tie Backs were necessary to install the new Pump Station Addition.
  - h. Grouting of the flanges was necessary to install new flap gates on existing discharge pipes and to stop the leakage problem associated with the existing flap gates.
  - i. Gusset Plates were installed in the Existing Pump Station Building Structure as per the Engineer's recommendation.
  - j. A concrete curb containment system was installed around the new Fuel Tanks to prevent fuel contamination of the surrounding environment.
  - k. An additional Security Fence Rail was necessary to secure the Pump Station Building Improvements.
  - l. A High Capacity Fuel Separator was installed to provide for the increased flow of fuel to the Day Tank.
  - m. Modification of the Overhead Door was required to allow for the maneuverability of the 10 ton crane hoist system.
  - n. Additional 4-Foot Wide Chain Link Access Gates (quantity is eight) with Anti Climb Top and Locking Mechanisms were added for safety and security, to allow access and provide emergency exits to the remote areas of the Existing Pump Station, New Pump Station Building Addition, Fuel System area, Generator area and access points for the Bar Screen Cleaners.
3. Revise Work Item Quantities
- a. Additional Compacted Sand Embankment at the discharge pipes was used as backfill in lieu of utilizing Item for the Compacted Clay Fill Material and for additional backfilling behind the channel bulkhead and to fill the void under the existing Pump Station building.
  - b. Less Cast-In-Place Reinforced Concrete for the Discharge Basin was needed than estimated which resulted in this credit.
  - c. Less Cast-In-Place Reinforced Concrete Slab for the new pump station addition was needed than estimated which resulted in this credit.
  - d. Additional Steel Sheet Piles under the new pump station addition were needed for the new configuration of the inlet sump area due to structural supports at the existing pump station necessitating a modified inlet structure.
  - e. Less Cast-In-Place Reinforced Sump Slab Concrete and Intake Channel Lining was needed than estimated which resulted in this credit.
  - f. Additional 6-Foot High Chain Link Fence for the new pump station improvements was needed to provide for security of the pump station.
  - g. Less Underground Diesel Fuel Supply/Return Piping Encased In Red Concrete was needed in order to facilitate future testing, inspection, and maintenance of the fuel piping system.
  - h. Additional Above Ground Galvanized Steel Diesel Fuel Supply/Return Piping Including Valves, Fitting, And Connections were needed in order to facilitate future testing, inspection, and maintenance of the fuel piping system.

- i. Additional 12" Thick Compacted Limestone Roadway was added to provide additional surfacing for turnaround/maneuverability of vehicles access and ingress to the new pump station improvements project and to provide a foundation for on-site storage of spare parts and equipment.
- j. Additional Miscellaneous Excavation, Backfill, And Compaction was needed in order to excavate the downstream channel per project specifications and eliminate the bottom lined rip rap channel.
- k. Less Rip Rap for Downstream Bank Protection was needed than estimated which resulted in this credit.
- l. Less Geotextile Fabric for Downstream Bank Protection was needed than estimated which resulted in this credit.
- m. Additional Days were needed to Furnish and Install Temporary Electrical Power Generator due to the early termination of Entergy electrical power for safety reasons and the additional days added to the contract required to complete construction until permanent Entergy electrical power could be restored.
- n. Additional 12" Thick Compacted Limestone Roadway was added to provide additional surfacing for turnaround/maneuverability of vehicles access and ingress to the new pump station improvements project and to provide a foundation for on-site storage of spare parts and equipment.
- o. Additional Steel Sheet Piles for the Channel Bulkhead at the new bar screen structure was needed to improve erosion control.
- p. Additional 6-Foot High Chain Link Fence at the Canal and Bar Screen Structure was needed to provide for security of the new Bar Screens.

#### 4. Contract Time

- a. Additional seventy eight (78) contract days was justified due to rain days incurred during the project and late delivery of the Pumps, Right Angle Gear Drive, and Engines.

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ <u>6,965,925.00</u>
Net Increase (Decrease) from previous Change Orders No. <u>   </u> to <u>   </u> : \$ <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>6,965,925.00</u>
Net increase (decrease) of this Change Order: \$ <u>(-175,126.50)</u>
Contract Price with all approved Change Orders: \$ <u>6,790,798.50</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>January 24, 2012</u> Ready for final payment: <u>March 9, 2012</u> (days or dates)
Net change from previous Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>January 24, 2012</u> Ready for final payment: <u>March 9, 2012</u> (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>April 11, 2012 (+78 Days)</u> Ready for final payment: <u>May 26, 2012</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>April 11, 2012</u> Ready for final payment: <u>May 26, 2012</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]  
ENGINEER (Authorized Signature)

By: [Signature]  
OWNER (Authorized Signature)

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 5/15/12

Date: 6/7/12

Date: 5/15/12

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.

2012-0184

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

ORDINANCE NO. 12-5-5

An ordinance to approve and authorize the execution of an Engineering Services Contract with Civil & Environmental Consulting Engineers for the design of Parish Project No. S120501, 2012 Wastewater System Improvements.

WHEREAS, the Municipal Facilities Revolving Loans Program through the Louisiana Department of Environmental Quality has granted the Department of Wastewater a \$6.5 million dollar low interest loan; and,

WHEREAS, current projects attributed to this loan have not reached the \$6.5 million limit, thereby monies are still available for further projects; and,

WHEREAS, these further projects require professional services for the preparation of plans and specification to facilitate needed upgrades to the wastewater system; and,

WHEREAS, St. Charles Parish desires to have Parish Project No. S120501, 2012 Wastewater System Improvements completed to protect the property and well-being of its citizens.

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

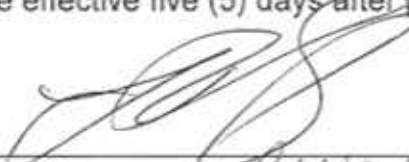
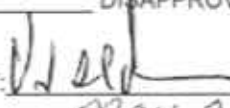
**SECTION I.** That the Engineering Services Contract with Civil & Environmental Consulting Engineers for the design of Parish Project No. S120501, 2012 Wastewater System Improvements be hereby accepted.

**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:

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

And the ordinance was declared adopted this 21st day of May, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:   
ACTING SECRETARY: Chelli Madore  
DLVD/PARISH PRESIDENT: May 22, 2012  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT:   
RETD/SECRETARY: May 29, 2012  
AT: 3:30pm RECD BY: ctm

THIS ORDINANCE WAS RETURNED BY THE PARISH PRESIDENT ON MAY 29, 2012 AT 3:30 PM AND HAS BEEN DISAPPROVED BY THE PARISH PRESIDENT. THEREFORE, THIS ORDINANCE SHALL BE PRESENTED TO THE COUNCIL AT ITS NEXT REGULAR MEETING TO BE HELD ON JUNE 4, 2012 AT 6:00 PM.

ORDINANCE RECONSIDERED BY THE PARISH COUNCIL JUNE 4, 2012  
VOTE:

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

VETO OF THE PARISH PRESIDENT SUSTAINED.

2012-0204

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(GRANTS OFFICE)  
TERRELL D. WILSON, COUNCILMAN, DISTRICT I  
DENNIS NUSS, COUNCILMAN, DISTRICT VII

RESOLUTION NO. 5916

A resolution to approve and authorize the execution of a Contract with the State of Louisiana Division of Administration for the FY2012 Louisiana Community Development Block Grant (LCDBG) Program for funding in the amount of \$800,000.00 for the Boutte and Luling Sanitary Sewer Rehabilitation, Parish Project No. S110302.

WHEREAS, the Parish was notified by way of a letter from the Governor dated April 18, 2012, that the Parish's Public Facilities application for the rehabilitation of the sanitary sewer collection system in Boutte and Luling was approved for funding in the amount of \$800,000.00; and,

WHEREAS, the State Office of Community Development has prepared the necessary contract to implement the LCDBG Program; and,

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

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of a Contract between the State of Louisiana Division of Administration and St. Charles Parish for funding in the amount of \$800,000.00 for the Boutte and Luling Sanitary Sewer Rehabilitation, Parish Project No. S110302.

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Contract and to act on behalf of St. Charles Parish in all matters pertaining to this project.

The foregoing resolution 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 resolution was declared adopted this 4th day of June, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

ACTING SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: June 6, 2012

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

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: June 7, 2012

AT: 9:45 am RECD BY: [Signature]

CONTRACT BY AND BETWEEN  
THE DIVISION OF ADMINISTRATION  
AND  
THE ST. CHARLES PARISH COUNCIL

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
SOURCE OF FUNDING - FY 2012  
(CFDA#14.228, HUD/State ID# B-12-DC-22-0001)  
TYPE OF CONTRACT - FY 2012 LCDBG  
FEDERAL EMPLOYER I.D. # 72-6001208  
AMOUNT OF CONTRACT - \$ 800,000  
CDBG Format #1 (revised, 2010)

THIS AGREEMENT, is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Division of Administration, hereinafter called "Division" represented by Carol M. Newton, Office of Community Development, and the St. Charles Parish Council, hereinafter called "Contractor" represented by V. J. St. Pierre, President.

1. CONTRACT WITH CONTRACTOR: The Division hereby agrees to contract with the Contractor and the Contractor hereby agrees to perform the services under this agreement in accordance with LCDBG/Division/applicable federal regulations to the establishing of programs and activities. All exhibits or regulations referred to in this contract or attached hereto are by reference made part of this contract.

2. DURATION OF CONTRACT: This contract shall be for a period commencing on the date entered above and ending not more than three years later.

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes. Such records will contain the documents as required by laws contained in Exhibit D.

Upon completion of this contract, or if terminated earlier, all records, reports, worksheets or any other materials related to this contract shall become the property of the Division. All such books, records and other documents shall be available at the offices of the Contractor (except that books, records, and other documents of a Participating Party may be maintained at the offices of such Participating Party) for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the State, HUD or the Comptroller General of the United States. Any duly authorized representative of the State shall, at all reasonable times, have access to all portions of the Project.

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all



issues arising out of this contract. The records shall be kept for a minimum of four years from the date of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: The Contractor shall furnish the Division with one (1) copy of all audits or applicable financial reports covering funds awarded under this contract. Financial reports shall be prepared by an independent certified public accountant or the Legislative Auditor of the State of Louisiana. The financial report shall be sent within thirty (30) days after completion, but no later than six (6) months after the end of the period (R.S. 24:513A).

Contractors whose total federal financial assistance during the Contractor's fiscal year meets the threshold amounts established by OMB Circular A-133 as provided by Title 31 USC Chapter 75 shall have either a single audit (including all required schedules) or a program-specific audit made for such fiscal year in accordance with the requirements of this chapter. Local governments and Parish Police Juries that expend less than the federal threshold shall be exempt from federal requirements. However, state requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513.

In addition, audit engagement agreements for audits of local governmental entities or for federal programs administered by such entities must be approved by the Legislative Auditor prior to commencement of the audits.

Failure to comply with all financial report requirements may cause loss of participation in this program and reimbursement of contract funds.

As a part of this agreement and acceptance of their funds, the Contractor agrees to submit to the Division a copy of the most recently completed financial report or audit prior to the receipt of the executed contract.

5. CHANGES: The Division may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including an increase or decrease in the amount of the Contractor's allocation, must be incorporated as written amendments to this contract. These changes may include the waiver of certain rules and regulations where the Division deems it appropriate.

6. TERMINATION OR SUSPENSION FOR CAUSE OR CONVENIENCE: The Division may, after giving thirty (30) days written notice terminate this contract and payment in whole or part for convenience or cause. Cause shall include but not be limited to:

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and

attached conditions, exhibits, and such statutes, Executive Orders, and federal directives as may become generally applicable at any time;

- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the grant from the U. S. Department of HUD to the Division, under which this contract is made, or the portion thereof delegated by this contract.

The Division, where appropriate, may suspend the contract or payment from time to time in lieu of termination based on reasons indicated above. There may be a suspension of payment when a term of the contract has not been resolved by the next payment period.

The Division may also assign and transfer this contract when required.

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

7. PROHIBITION AGAINST ASSIGNMENT: Contractor shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Division thereto, provided however, the claims for money due or to become due to the Contractor from the Division under this agreement may be assigned to a bank, trust company or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the Division and its Office of Contractual Review.

8. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken,

giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

9. COMPLIANCE WITH FEDERAL, STATE AND LOCAL GUIDELINES: The Contractor hereby binds itself, certifies, and gives its assurance that it will comply with all federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state and federal resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State and federal and local governments.

The Contractor has obtained, or has reasonable assurances that it will obtain, all federal, State and local government approvals and reviews required by law to be obtained by the Contractor for the Project; and all Participating Parties have obtained, or the Contractor has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this agreement and/or legislative appropriation shall be said Contractor's obligation and identified under tax identification number 72-6001208.

10. NONDISCRIMINATION: Contractor assures that it is in compliance with all applicable Civil Rights Legislation and Executive Orders, both federal and State.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program and time schedule as described in the grant application, (including any amendments which have occurred), Exhibits A, B, C, and D, the grant conditions and relevant LCDBG directives. If any activities authorized by this agreement are not performed in accordance with any part of this agreement or if unauthorized activities are performed, the DOA LCDBG Representative may require that any or all grant funds paid-out to Contractor be returned to the Division. Dollar amounts expended for each activity may not exceed those specified in Exhibit B. The release of funds for this contract is conditioned upon approval of the environmental requirements as established by federal regulations (24 C.F.R., 58.71), and other contract conditions listed in Exhibit A.

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have

the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

No member, officer, or employee of the Contractor, or its designees, or agents, no consultant, no member of the governing body of the Contractor or the locality in which the program is situated, and no other public official of the Contractor or such locality or localities, who exercises or has exercised any functions or responsibilities with respect to the project during his or her tenure, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or in any activity or benefit, which is part of this Project.

However, upon written request of the Contractor, the State may agree in writing to waive a conflict otherwise prohibited by this provision whenever there has been full public disclosure of the conflict of interest, and the State determines that undue hardship will result either to the Contractor or the person affected by applying the prohibition and that the granting of a waiver is in the public interest. No such request for waiver shall be made by Contractor which would, in any way, permit a violation of State or local law or any charter provision of the Contractor.

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 800,000.

14. PROGRAM INCOME: Any income earned as a result of this program will either be retained by the local government or submitted to the state. As soon as you are aware of any income that has or will be received as a result of this project, you must contact the Office of Community Development for instructions and guidance.

15. FISCAL FUNDING: The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

16. REMEDIES FOR DEFAULT: Any claim or controversy arising out of this contract shall be resolved by the provisions of R.S. 39:1524 and 1525.

Incurring Cost for Project Activities

The use of grant funds is conditioned upon the Contractor incurring costs in accordance with this contract or as otherwise approved by the State in writing. The incurring of costs to be paid out of contract funds shall be governed by the following:

(1) No costs incurred prior to the date of authorization to incur costs may be paid out of contract funds other than approved pre-agreement costs.

(2) After the date of authorization to incur costs but before the transmittal of the fully executed contract and release of funds, eligible project costs, including but not limited to costs of Environmental Studies, preparation of architectural and engineering construction drawings, and procurement of professionals may be incurred.

(3) Except as permitted by 24 C.F.R. Part 58, no other costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) all environmental conditions of 24 C.F.R. Part 58 have been fully satisfied and the State has issued the environmental releases required by that Part, (b) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (c) written authorization from the State is received to draw funds. All contract conditions must be cleared within six (6) months of the date of authorization to incur costs. Failure on the part of the Contractor to comply with conditions may result in disallowance by the Division of expenditures under the contract, or termination of the grant.

(4) After the Contractor has satisfied all of the environmental and other contract conditions specified in Paragraph 11 and Exhibit A and the State has transmitted a fully executed contract and released funds for the project activities, the Contractor and the Participating Parties may incur any and all eligible costs to be paid out of grant funds.

(5) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract, with the exception of administrative closeout procedures and audit requirements, will not be paid for out of the LCDBG funds awarded in this contract unless this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only three requisitions per month for housing grants and two per month for all other grants. The amount of each requisition should be in accordance with current LCDBG guidelines.

Unobligated funds remaining at the completion of the contract period specified in page 1, paragraph 2 of this contract shall revert to the State for reuse in other eligible communities.

Budget reconciliations must be submitted in accordance with LCDBG program requirements.

IN WITNESS THEREOF, the parties hereto have executed this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT

\_\_\_\_\_  
CAROL M. NEWTON  
DIRECTOR, LOUISIANA COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM

WITNESS:

Calli Madure

V. J. St. Pierre  
V. J. ST. PIERRE, PRESIDENT  
CHIEF ELECTED OFFICIAL



Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

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1. LCDBG CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
\$ 800,000	\$ 211,445

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3. MAILING ADDRESS OF CONTRACTOR
St. Charles Parish Council Post Office Box 302 Hahnville, Louisiana 70057

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4. CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
V. J. St. Pierre, President	985.783.5000

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6. CONTRACT CONDITIONS

Funds will not be released until the following items have been submitted to and approved in accordance with Program requirements by the State's Office of Community Development.

1. Environmental Review Record
2. Three-year Community Development Plan
3. Section 504 Assurance
4. Residential Antidisplacement and Relocation Plan and Certification
5. Revisions to the application, if requested
6. Project Plans and Specifications, and Final Cost Estimate (not applicable for housing grants)
7. Previous audits/financial reports and financial questionnaire, if requested
8. If applicable, a certification from engineer that plans and specifications are complete and have been submitted to DHH
9. Firm commitments for other project funds, if applicable
10. Operation and Maintenance (O & M) information, if required
11. Any other documentation, if requested

Exhibit B

LCDBG Line Item Budget

A.	Acquisition of Real Property	\$
B.	Public Works, Facilities, Site Improvements	
	1. Sewer	\$ 800,000
	2. Streets	\$
	3. Water (Potable Water)	\$
	4. Water (Fire Protection)	\$
	5. Multi-purpose Community Centers	\$
	6. Other	\$
C.	Clearance, Demolition	\$
D.	Rehabilitation Loans and Grants	
	1. Rehabilitation (for Housing or Hook-ups)	\$
	2. Reconstruction	\$
E.	Construction Administration (Housing Only)	\$
F.	Provision of Public Services	\$
G.	Relocation Payments and Assistance	\$
H.	Economic Development	
	1. Acquisition: Land Building	\$
	2. Infrastructure Improvements	\$
	3. Building Construction/Improvements	\$
	4. Industrial and Commercial Facilities	\$
	5. Inventory	\$
	6. Working Capital	\$
	7. Capital Equipment	\$
	8. Other	\$
	9. Other	\$
I.	Administration:	
	1. Pre-Agreement Costs	\$
	2. Public Facilities, Housing, and Economic Development	\$
	3. Other	\$
J.	Other	\$
K.	Other	\$
L.	TOTAL	\$ 800,000

## EXHIBIT C

### General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this contract:

1. "Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as amended.
2. "Application" means the Application for LCDBG Assistance.
3. "Budget Reconciliation" means a report prepared to compare actual project expenditures to amounts budgeted and requested by line item.
4. "Contract Funds" means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
5. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
6. "Contractor Activities" means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit B of this contract.
7. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs (a) are not incurred in connection with any activity which, under 24 C.F.R. 570.207, as may be from time to time amended, are ineligible under the LCDBG Program, and (b) conform to the requirements of OMB Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be from time to time amended.
8. "Environmental Conditions" means the conditions imposed by law, particularly 24 C.F.R. Part 58, and the provisions of this contract which prohibit or limit the commitment and use of contract funds until certain procedural requirements have been completed.
9. "Environmental Requirements" means the requirements described in 24 C.F.R. Part 58.
10. "Environmental Studies" means all eligible activities necessary to produce an "Environmental Document," as that term is defined at Section 1508.10 of 40 C.F.R. Part 1508, or to comply with the requirements of 24 C.F.R. Part 58.
11. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibits A have been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
12. "HUD" means the United States Department of Housing and Urban Development.
13. "Incurred Cost" – Any monies expended on allowable expenditures relating to the application and/or contract.
14. "LCDBG Program" means the Louisiana Community Development Block Grant Program, established by the State pursuant to 24 C.F.R. Part 570, Subpart I (April 8, 1982, Federal Register)
15. "LCDBG Regulations" means the regulations set forth in 24 C.F.R. Part 570, Subpart I, as the same may, from time to time, be amended and the regulations described in the LCDBG Grantee Handbook.

16. "Program Income" means any income earned by Contractor, or an agent or agency of Contractor (a) from the disposition of real or personal property acquired in whole or in part with grant funds; (b) the repayment proceeds "including principals and interest of any loan made in whole or in part with grant funds; (c) any other revenues defined as program income in 24 C.F.R. Part 570, Subpart I and J and; (d) any income from an activity where it is specifically declared in Exhibit A of this Contract Agreement that the income from such activity shall be deemed to be Program Income.
17. "Project" means the activities described in the Application and in Exhibit B of this contract which are to be carried out to meet the objectives of the LCDBG Program.
18. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
19. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

## EXHIBIT D

### Applicable Laws

1. Title VI of the Civil Rights Act of 1964 (42 USC 2000d) under Title VI of the Civil Rights Act of 1964 no person shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) (Fair Housing Act)  
It is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States. The Act makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin. In addition, Executive Order 12259, directs HUD to take all action necessary and appropriate to prevent discrimination because of race, color, religion, sex, national origin, familial status, or handicap in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are among other things, provided in whole or in part with the aid of loans, advances, grants, or contributions agreed to be made by the Federal government.
3. Section 109 of the Housing and Community Development Act of 1974, as amended (as further defined in 24 CFR 570.602)  
No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such programs or activities.
4. Davis-Bacon and Related Acts  
In accordance with 42 USC 5310, all laborers and mechanics employed by contractors or subcontractors on construction work assisted under the Act shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act, as amended. This applies to any construction contract in excess of \$2,000, except in the case of residential property designed for the use of eight or more families.
5. Contract Work Hours and Safety Standard Act (40 USC Chapter 5)  
Each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. These requirements apply to the rehabilitation of residential property only if such property is designed for the residential use of eight or more families.
6. Section 3 of the Housing and Community Development Act of 1968 (12 USC 1701u and further defined in 24 CFR Part 135)  
Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
7. Lead Based Paint – This contract is subject to the current HUD lead-based paint requirements under 24 C.F.R. Part 35, “Lead –Based Paint Poisoning Prevention in Certain Residential Structures.” The requirements of Subparts B through R have been promulgated to implement the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.) Subpart B, “General Lead-Based Paint Requirements and Definitions for all Programs”, applies to all target housing receiving federal assistance and includes details on compliance requirements with Federal laws and authorities (24 C.F.R. Part 35, Subpart B, 35.145).

8. Executive Order 11246, As Amended (Equal Employment Opportunity)  
The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
9. Hatch Act (5 USC 1502)  
No member of or Delegate to the Congress of the United States, and no resident Commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. No member of the governing body of the Municipality or Parish and no other officer, employee, or agent of the Municipality or Parish who exercises any function or responsibilities in connection with the planning and carrying out of this project, shall have any personal financial interest, direct or indirect, in the contract; and the contractor shall take appropriate steps to assure compliance.
10. Access to Records (42 USC 5304(f))  
The State grantor agency, the Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.
11. Uniform Real Property Acquisition Policy (42 USC 4601)  
To the greatest extent practicable under State law contractors must comply with the Uniform Real Property Acquisition Policy (42 USC 4651 – 4654), HUD's implementing instructions at 24 CFR Part 42 and inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 570.606(b).
12. Uniform Relocation Assistance  
All contractors receiving assistance must:
  - (1) Comply with Title II (Uniform Relocation Assistance) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations at 24 C.F.R. Part 42 and 570.606(a);
  - (2) Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the Community Development Block Grant Program. Such payments and assistance shall be provided in a fair and consistent and equitable manner that insures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex, or source of income;
  - (3) Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices are available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - (4) Inform affected persons of the relocation assistance, policies and procedures set forth in the regulations at 24 C.F.R. Part 42 and 570.606(a).
13. 24 CFR Part 85 and OMB Circular A-87  
These regulations govern the areas of financial management, procurement and overall management control. All contractors must comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of federal funds.
14. Executive Orders 11296 and 11288, as superseded  
These Executive Orders relate to evaluation of flood hazards and to the prevention, control and abatement of water pollution.



15. Architectural Barriers Act of 1968 (42 USC 4151 et seq.)  
This requires every building or facility (other than privately owned residential structures) designed, constructed or altered with funds provided through this Part be accessible to and usable by physically handicapped individuals, subject to the exemptions contained in 41 C.F.R. 101-19.604. The contractor will be responsible for conducting inspections to insure compliance with these specifications by sub-contractors.
16. Flood Disaster Protection Act of 1973  
Contractor must comply with the flood insurance purchase requirement of Section 103(a) of said Act. Section 103(a) required, on and after March 2, 1974, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposed for use in any area, that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct/indirect Federal assistance.
17. EPA's Listing of Violating Facilities  
The contractor will insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the program are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the State of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
18. National Environmental Policy Act of 1969 (42 USC 4321 et seq.)  
The contractor's chief executive officer or other officer of the applicant approved by State consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 C.F.R. 58.1 (a)(3) and (a)(4), which further the purposes of NEPA insofar as the provisions of such federal laws apply to this Part. The contractor will in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. 470), Executive Order 11593, and the Preservation of Archeological and Historic Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
  - (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse affects (see 36 C.F.R. Part 800) by the proposed activity; and
  - (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. Contractor will comply with all requirements imposed by the State concerning special requirements of law, program requirements and other administrative requirements approved in accordance with OMB Circular A-102, Revised.
20. Contractor will comply with the conflict of interest provisions delineated in 24 CFR 570.611, "Conflict of Interest."
21. Excessive Force, 42 USC, 5304(I)  
Each local government must adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations, and must adopt and enforce State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such demonstrations.
22. Restrictions on Lobbying, Appendix B, 24 CFR, Part 24  
Provides that no federal funds may be used for any lobbying purposes regardless of the level of government.
23. Debarment and Suspension - 24 CFR, Part 24  
Local governments must comply with the provisions relating to the employment, engagement of services, awarding of contracts, or funding of any contractors or subcontractors during any period of debarment, suspension, or placement in ineligibility status.

24. Antidisplacement, 42 USC 5304(d)  
Local governments must comply with the provisions relating to residential antidisplacement and relocation assistance as further defined in 24 CFR 570.606.
25. Americans With Disabilities Act of 1990  
The ADA is a civil rights law that prohibits discrimination against qualified people with disabilities in employment, public services and transportation, public accommodations, and telecommunications services.

2012-0205

INTRODUCED BY: CLAYTON FAUCHEUX, JR., COUNCILMAN-AT-LARGE, DIVISION B  
RESOLUTION NO. 5917

A resolution requesting an update on a recent request to the Louisiana Attorney General for an opinion regarding the rights of the Parish of St. Charles as it pertains to an Airport Expansion Agreement entered into on October 17, 1985, with the City of Kenner, City of New Orleans, and the New Orleans Aviation Board, which requires the Mayor of New Orleans to appoint to the New Orleans Aviation Board a person designated by resolution of the St. Charles Parish Council.

WHEREAS, on March 12, 2012, the St. Charles Parish Council adopted Resolution No. 5897, requesting an Attorney General opinion regarding the rights of the Parish as it pertains to an Airport Expansion Agreement, which requires the Mayor of New Orleans to appoint a person designated by resolution of the Council to the New Orleans Aviation Board; and,

WHEREAS, on March 13, 2012 a letter was forwarded from Chairman Larry Cochran, on behalf of the St. Charles Parish Council, to Attorney General Caldwell requesting clarification and/or confirmation of the rights of the Parish of St. Charles as it pertains to an Airport Expansion Agreement entered into with the City of Kenner, City of New Orleans, and the New Orleans Aviation Board.

NOW, THEREFORE, BE IT RESOLVED, THAT WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request an update on a recent request to the Louisiana Attorney General for an opinion regarding the rights of the Parish of St. Charles as it pertains to an Airport Expansion Agreement entered into on October 17, 1985, with the City of Kenner, City of New Orleans, and the New Orleans Aviation Board, which requires the Mayor of New Orleans to appoint to the New Orleans Aviation Board a person designated by resolution of the St. Charles Parish Council.

The foregoing resolution 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 resolution was declared adopted this 4th day of June, 2012, to become effective five (5) days after publication in the Official Journal.

Request Update - Atty General Airport Expansion Agreement

CHAIRMAN: \_\_\_\_\_  
ACTING SECRETARY: Calli Madere  
DLVD/PARISH PRESIDENT: June 6, 2012  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: W. D. H.  
RETD/SECRETARY: June 7, 2012  
AT: 9:45 am RECD BY: CPM

2012-0190

RESOLUTION NO. 5918

A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2012 through June 2013.

WHEREAS, the Parish Council of the Parish of St. Charles, State of Louisiana, is required to select a newspaper to serve as Official Journal to publish the Official Proceedings of the Council.

NOW, THEREFORE, BE IT RESOLVED, BY THE PARISH COUNCIL OF THE PARISH OF ST. CHARLES, STATE OF LOUISIANA, ACTING AS THE GOVERNING AUTHORITY OF SAID PARISH:

SECTION I. That the Parish Council hereby appoints

St. Charles Herald-Guide

P.O. Box 1199, Boutte, LA 70039

as the Official Journal for the period of June 2012 through June 2013.

The foregoing resolution 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 resolution was declared adopted this 4th day of June, 2012, to become effective five (5) days after publication in the Official Journal.

OFFICIAL JOURNAL APPT.

CHAIRMAN: [Signature]

ACTING SECRETARY: Calli Madure

DLVD/PARISH PRESIDENT: June 6, 2012

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

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: June 7, 2012

AT: 9:45 AM RECD BY: CFM