



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

Monday, December 19, 2011

6:00 PM

Council Chambers, Courthouse

## ATTENDANCE

Present: 8 - Carolyn K. Schexnaydre, Billy Raymond, Sr., Shelley Tastet, Wendy Benedetto, Paul J. Hogan, Lawrence 'Larry' Cochran, Marcus M. Lambert, Dennis Nuss

Absent: 1 - Terry Authement

*Also Present: Parish President V.J. St. Pierre, Jr., 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*

## CALL TO ORDER

## PRAYER

*Bishop Otis Kenner*  
*Faith Praise & Deliverance Temple*

## PLEDGE

*Bishop Otis Kenner*  
*Faith Praise & Deliverance Temple*

## APPROVAL OF MINUTES

A motion was made by Councilmember Tastet, and seconded to approve the minutes from the Regular Meeting of November 21, 2011 and the Regular Meeting of December 5, 2011. The motion carried by the following vote:

**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement

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

1            **2011-0395** ( 12/19/2011, Nuss )  
              In Recognition: Bishop Otis Kenner  
              Read

- 2            **2011-0400** ( 12/19/2011, Benedetto )  
                  In Recognition: Councilman Dennis Nuss, 2011 Council Chairman  
                  **Read**
- 3            **2011-0401** ( 12/19/2011, Nuss )  
                  In Recognition: Councilwoman Wendy Benedetto, 2011 Council Vice-Chairman  
                  **Read**
- 4            **2011-0403** ( 12/19/2011, Schexnaydre )  
                  Tribute: Honorable Terry Authement, Councilman-At-Large, Division B  
                  **Read**
- 5            **2011-0404** ( 12/19/2011, Nuss )  
                  Tribute: Honorable Billy Raymond, Councilman, District I  
                  **Read**
- 6            **2011-0405** ( 12/19/2011, Benedetto )  
                  Tribute: Honorable Marcus M. Lambert, Councilman, District VI  
                  **Read**

**REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)**

- 2011-0399** ( 12/19/2011 )  
                  South Louisiana Port Commission  
                  *Mr. Joel Chaisson, Executive Director*  
                  **Reported**
- 2011-0406** ( 12/19/2011, Nuss )  
                  Year End Review  
                  **Reported**
- 2011-0398** ( 12/19/2011, St. Pierre )  
                  Parish President Remarks/Report  
                  **Reported**  
                  *IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN NUSS 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 TUESDAY, JANUARY 10, 2012, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:*
- 2011-0393** ( 12/19/2011, St. Pierre, Department of Public Works )  
                  An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No P090103-9, Road Maintenance 2011, to balance the contract quantities with actual quantities resulting in a decrease of \$14,157.45.  
                  **Publish/Scheduled PH**

- 
- 2011-0402** ( 12/19/2011, Hogan )  
An ordinance to amend the Code of Ordinances Appendix A, Section XXI. Sign Regulations, D. Signs to be Allowed Without a Permit, by amending (6).  
**Publish/Scheduled PH**
- 2011-0407** ( 12/19/2011, St. Pierre, Department of Public Works )  
An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P090405 New Sarpy Station Auto Bar Screen Cleaners to decrease the contract amount by \$63,778.00 and decrease the contract time by nine (9) days.  
**Publish/Scheduled PH**
- 2011-0408** ( 12/19/2011, St. Pierre, Department of Parks and Recreation )  
An ordinance to approve and authorize the execution of Change Order No. 1 (Final) for the construction of Federal Project No. 22-00876, Killona Park Development, Phase III, to increase the contract time by fifty-three (53) days.  
**Publish/Scheduled PH**
- 2011-0409** ( 12/19/2011, St. Pierre, Department of Public Works )  
An ordinance to approve and authorize the execution of Department of the Army License No. DACW29-3-11-128 to allow the continued maintenance of an existing drainage ditch parallel to the East Guide Levee of the Bonnet Carre' Spillway Norco.  
**Publish/Scheduled PH**
- 2011-0410** ( 12/19/2011, St. Pierre, Lambert, Department of Public Works )  
A ordinance to approve and authorize the execution of a Contract with Three C's Properties, Inc., for the construction of the St. Charles Parish East Bank Multi-Use Path, Phase IV, State Project No. H.007551 (formerly, State Project No. 744-45-0009), Federal Aid Project No. 4508(504), extending from Harding Street in New Sarpy to Apple Street in Norco.  
**Publish/Scheduled PH**
- 2011-0411** ( 12/19/2011, St. Pierre, Lambert, Department of Public Works )  
A ordinance to approve and authorize the execution of a Contract with Three C's Properties, Inc., for the construction of the St. Charles Parish East Bank Multi-Use Path, Phase V, State Project No. H.007553 (formerly, State Project No. 744-45-0011), Federal Aid Project No. 4510(501), extending from Apple Street in Norco to the East Guide Levee in the Bonnet Carre Spillway in Norco.  
**Publish/Scheduled PH**
- 2011-0412** ( 12/19/2011, St. Pierre, Department of Planning & Zoning )  
A ordinance to place a temporary Moratorium on the issuance of Taxicab Licenses (Certificates of Public Need and Convenience) in St. Charles Parish through June 30, 2012.  
**Publish/Scheduled PH**

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**PLANNING AND ZONING PETITIONS**

- 7            **2011-0389** ( 12/5/2011, St. Pierre, Department of Planning & Zoning )  
An ordinance approving and authorizing the establishment of a Home Occupation under the operation of Theron Anderson, Sr. for special permission to operate as a home occupation - "Junior Services, LLC" - an a/c and heating business. The location will be at 317 Mockingbird Lane, St. Rose.

*Reported:*

*P & Z Department Recommended:      Approval w/Stipulation    Approval with the stipulation that there be no deliveries to the residence and no outdoor storage of materials, equipment, or waste associated with the business.*

*Planning Commission Recommended: Approval w/Stipulation    Approval with the stipulation that there be no deliveries to the residence and no outdoor storage of materials, equipment, or waste associated with the business.*

*Speakers:*

*Mr. Theron Anderson, St. Rose*

**PH Requirements Satisfied**

**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement

- 8            **2011-0390** ( 12/5/2011, St. Pierre, Department of Planning & Zoning )  
An ordinance approving and authorizing the establishment of a Home Occupation under the operation of Nikki Betz for special permission to operate the following home occupation - "Wildflowers" - a retail florist. The location will be at 110 Family Street, Des Allemands.

*Reported:*

*P & Z Department Recommended:      Approval w/Stipulation    Approval with the stipulation that there be No outdoor storage of materials, equipment, or waste associated with the business that can be seen from Family Street.*

*Planning Commission Recommended: Approval w/Stipulation    Approval with the stipulation that there be No outdoor storage of materials, equipment, or waste associated with the business that can be seen from Family Street.*

*Speakers:*

*Ms. Nikki Betz, Des Allemands*

**PH Requirements Satisfied**

**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement



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

- 9           **2011-0385** ( 12/5/2011, St. Pierre, Department of Finance )  
An ordinance to amend the 2011 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.  
*Reported:*  
*Finance Department Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement
- 12           **2011-0386** ( 12/5/2011, St. Pierre, Department of Finance )  
An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2012 through 2014 in accordance with the Parish Transportation Act.  
*Reported:*  
*Finance Department Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement
- 14           **2011-0387** ( 12/5/2011, St. Pierre, Department of Public Works )  
An ordinance to approve and authorize the execution of a Professional Services Contract with CH2M Hill Engineers, Inc. to provide environmental services required for Parish Project No. P100801, Municipal Storm Sewer Systems Compliance (MS4).  
*Reported:*  
*Public Works Department Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement
- 30           **2011-0391** ( 12/5/2011, St. Pierre, Department of Public Works, Tastet )  
An ordinance to approve and authorize the execution of a contract with Gilmore & Son Construction Corporation for project P090201-4 Replace Culverts Willowdale and Beaupre Crossings in the amount of \$312,000.00.  
*Reported:*  
*Public Works Department Recommended: Approval*  
*Councilman Tastet Recommended: Approval*  
**PH Requirements Satisfied**  
**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement

36

**2011-0392** ( 12/5/2011, St. Pierre )

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to extend said contract through June 30, 2012.

*Reported:*

*Parish President Recommended: Approval*

**PH Requirements Satisfied**

**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement

## ORDINANCES/RESOLUTIONS WHICH HAVE BEEN TABLED

**2011-0366** ( 11/21/2011, Hogan )

An ordinance placing a MORATORIUM on the installation of raised rumble strips on any/all streets in St. Charles Parish until December 31, 2012.

**Tabled.**

## RESOLUTIONS

38

**2011-0394** ( 12/19/2011, St. Pierre, Grants Office )

A resolution to approve and authorize the execution of a contract with the Louisiana Division of Administration for the FY 2011 - 2012 Local Government Assistance Program for funding in the amount of \$138,700.00 for the construction of a restroom building at the West Bank Bridge Park in Luling.

*Reported:*

*Grants Office Recommended: Approval*

**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement

## APPOINTMENTS

**2011-0396** ( 12/19/2011 )

Accept resignation of Mr. Terrell D. Wilson - Zoning Board of Adjustment

**A motion was made, and seconded to Accept Resignation for this file. The motion carried by the following vote:**

**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss  
Nay: 0  
Absent: 1 - Authement

**2011-0397** ( 12/19/2011 )

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

**Vacancy Announced**

## ADJOURNMENT

A motion was made by Councilmember Lambert, and seconded to adjourn the meeting at approximately 6:56 p.m. The motion carried by the following vote:

**Votes:** Yea: 8 - Schexnaydre, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss

Nay: 0

Absent: 1 - Authement

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.

*Calli Madere*

Barbara Jacob-Tucker,  
LCMC, CAA, CMA, CPO  
Council Secretary

*Acting Council Secretary  
as of 1-11-12.*

# The Parish of St. Charles

December 19, 2011



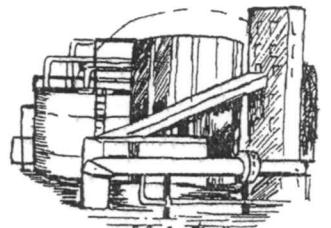
*"Dutch Colonial House"*



*"Hunting and Fishing"*



*"Bonnet Carre Spillway"*



*"Industry"*



*"The Little Red Church"*

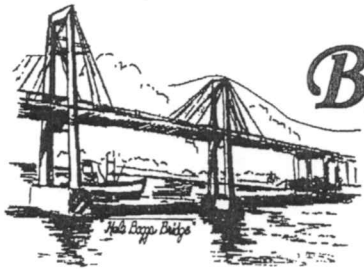


*In Appreciation For The Extra Effort You Put Forth In Leading The Parish Council Meetings With A Prayer And The Pledge Of Allegiance, We The Members Of The St. Charles Parish Council And The Parish President Do Hereby Thank And Recognize*

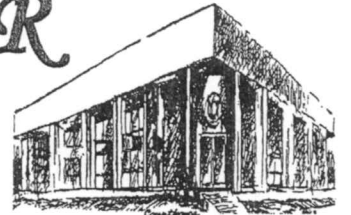
## BISHOP OTIS KENNER

*Faith Praise & Deliverance Temple*

*For Your Dedication and Commitment to St. Charles Parish.*



*"The Big Bridge"*



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

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

CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

TERRY AUTHEMENT  
COUNCILMAN AT LARGE, DIV. B

PAUL J. HOGAN  
COUNCILMAN, DISTRICT IV

BILLY RAYMOND, SR.  
COUNCILMAN, DISTRICT I

LARRY COCHRAN  
COUNCILMAN, DISTRICT V

SHELLEY M. TASTET  
COUNCILMAN, DISTRICT II

MARCUS M. LAMBERT  
COUNCILMAN, DISTRICT VI

WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

DENNIS NUSS  
COUNCILMAN, DISTRICT VII

# The Parish of St. Charles

December 19, 2011

IN RECOGNITION OF SERVICE

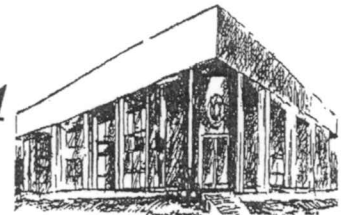
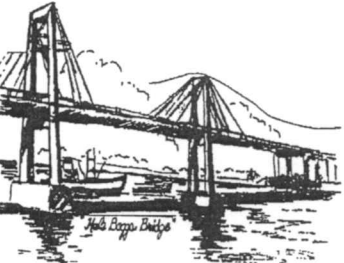
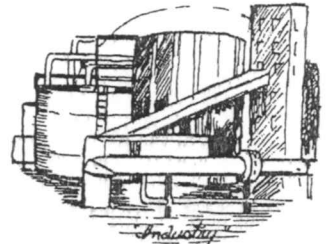
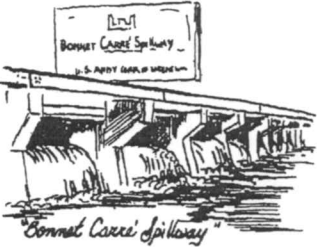
DEEPLY APPRECIATES YOUR  
YEAR OF COMMITMENT

AS

COUNCIL CHAIRMAN  
OF THE  
ST. CHARLES PARISH COUNCIL

January 10, 2011 – December 19, 2011

DENNIS NUSS



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TERRY AUTHEMENT  
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# The Parish of St. Charles

December 19, 2011

IN RECOGNITION OF SERVICE

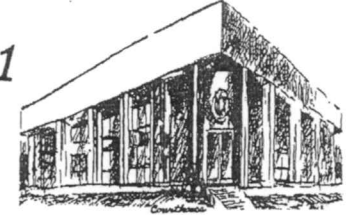
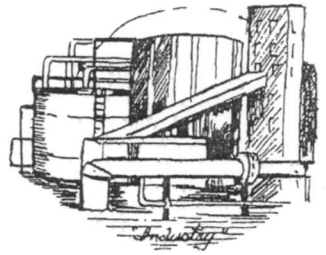
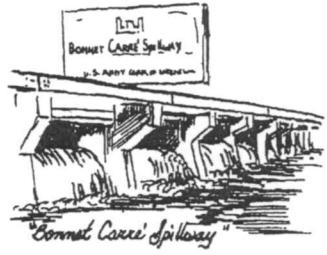
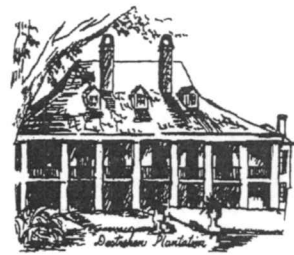
DEEPLY APPRECIATES YOUR  
YEAR OF COMMITMENT

AS

COUNCIL VICE - CHAIRMAN  
OF THE  
ST. CHARLES PARISH COUNCIL

January 10, 2011 – December 19, 2011

WENDY BENEDETTO



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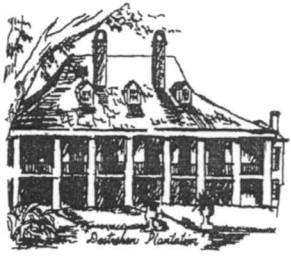
DENNIS NUSS  
COUNCILMAN, DISTRICT VII



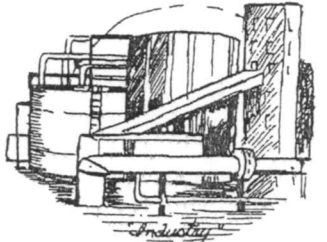
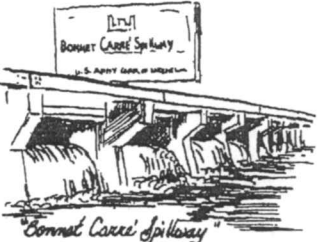
# The Parish of St. Charles

December 19, 2011

## TRIBUTE



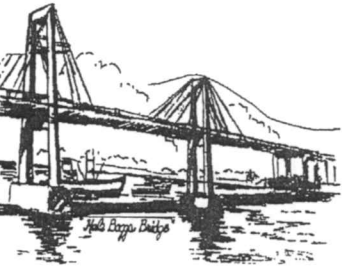
Division B, Councilman-At-Large **TERRY AUTHEMENT** is a native of New Orleans and has been a resident of St. Charles Parish for 38 years. Terry is married to Josie Puglise and they are the parents of Ashley and the grandparents of Taylor, Caleb, Samuel, Elizabeth, and Jacie.



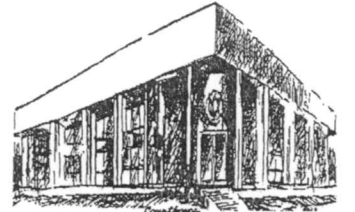
Terry has an extensive record as an Elected Official representing St. Charles Parish. He is serving his third term in Office. He was first elected to the Parish Council in 1995 as the District IV Councilman and was re-elected for a second term in 1999. In 2007, he was elected as Councilman-At-Large, Division B.



Terry is a graduate of River Oaks Academy and received electrician and instrumentation training in Baton Rouge and LaPlace. He is a veteran of the United States Navy. He retired from Monsanto after 33 years. He is a member of Our Lady of the Most Holy Rosary Catholic Church in Hahnville and the Knights of Columbus.



Terry served as Council Vice-Chairman in 2008 and Council Chairman in 2009. He served as Chairman of the Operations, Maintenance, and Construction Management Committee and served on the Legislative Committee, Contract/Finance and Administrative Committee, Special Projects/Public Safety, Health, and Environmental Committee, and the Hurricane Protection Projects Committee. He served two consecutive two-year terms as member of the R.S.V.P. Advisory Council and served as Ex-Officio to the Community Action Advisory Board. Terry is a member of the Louisiana Police Jury Association and the National Association of County Officials.



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WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

*Dennis Nuss*

DENNIS NUSS  
COUNCILMAN, DISTRICT VII

# The Parish of St. Charles

December 19, 2011

## TRIBUTE

District I, Councilman *Billy Raymond, Sr.*, is a native of Hahnville and lifelong resident of St. Charles Parish. He and his wife, Karen, have five children: Billy Jr., Bryan, Byron, Vernard, and Zachary.

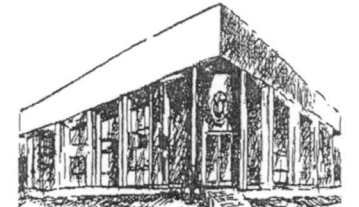
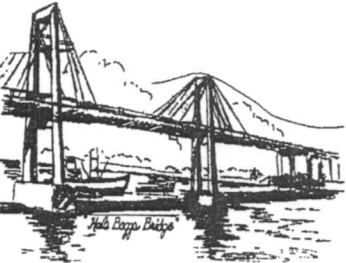
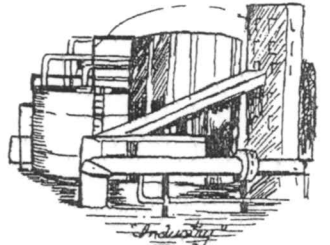
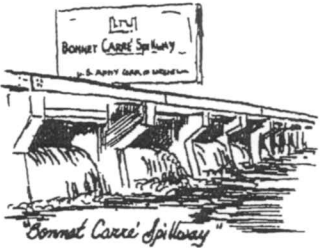
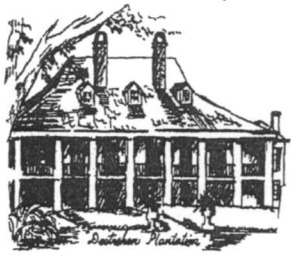
*Billy* was elected to the Parish Council in 2007 as the District I Councilman. He graduated from Hahnville High School and Southeastern Louisiana University with a Bachelor's Degree in Social Welfare.

*Billy* is currently employed by Dow Chemical, formally known as Union Carbide, with over thirty years of service. He worked as a Probation Officer for the City of Baton Rouge prior to accepting employment at Union Carbide and has also worked as a St. Charles Parish Reserve Deputy.

*Billy* served as Council Chairman in 2010. He served on the Operations, Maintenance, and Construction Management Committee, Legislative Committee, Contract/Finance and Administrative Committee, Special Projects/Public Safety, Health, and Environmental Committee, and the Hurricane Protection Projects Committee.

*Billy* served four consecutive one-year terms as Ex-Officio of the Housing Authority and served two years on the South Central Planning and Development Commission.

*Billy* is a member of the Louisiana Police Jury Association, the National Association of County Officials, and the National Association of Black County Officials.



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PARISH PRESIDENT

TERRY AUTHEMENT  
COUNCILMAN AT LARGE, DIV. B

BILLY RAYMOND, SR.  
COUNCILMAN, DISTRICT I

SHELLEY M. TASTET  
COUNCILMAN, DISTRICT II

WENDY BENEDETTO  
COUNCILWOMAN, DISTRICT III

CAROLYN K. SCHEXNAYDRE  
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN  
COUNCILMAN, DISTRICT IV

LARRY COCHRAN  
COUNCILMAN, DISTRICT V

MARCUS M. LAMBERT  
COUNCILMAN, DISTRICT VI

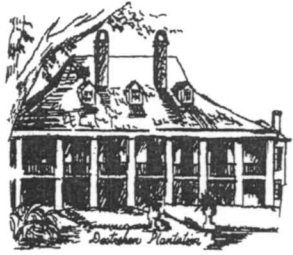
DENNIS NUSS  
COUNCILMAN, DISTRICT VII



# The Parish of St. Charles

December 19, 2011

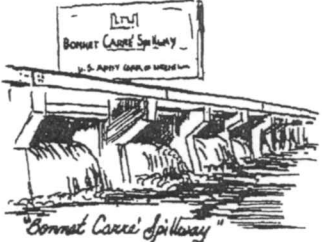
## TRIBUTE



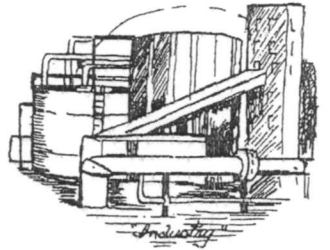
District VI, Councilman Marcus M. Lambert is a native of New Sarpy and lifelong resident of St. Charles Parish. He currently resides in Montz with his wife Amber.



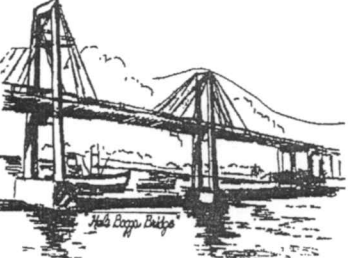
Marcus was elected to the Parish Council in 2007 as the District VI Councilman. He is a 1997 graduate of Destrehan High School and attended Louisiana State University, majoring in business management with a concentration in entrepreneurship. He received his Bachelor of Science Degree from LSU in 2002.



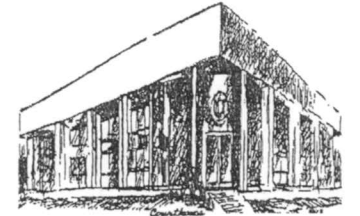
Marcus served as Council Vice-Chairman in 2009. He served for two years as Chairman of the Legislative Committee and was a member of the Operations, Maintenance, and Construction Management Committee, Contract/Finance and Administrative Committee, Special Projects/Public Safety, Health, and Environmental Committee, and the Hurricane Protection Projects Committee.



Marcus served two years on the South Central Louisiana Solid Waste District, he served four months as Ex-Officio on the Coastal Zone Advisory Board, and served four consecutive one-year terms as an Alternate Member of the River Region Caucus.



Marcus is a member of the Louisiana Police Jury Association and the National Association of County Officials.



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

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

TERRY AUTHEMENT  
COUNCILMAN AT LARGE, DIV. B

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COUNCILMAN, DISTRICT I

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COUNCILMAN, DISTRICT II

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PAUL J. HOGAN  
COUNCILMAN, DISTRICT IV

LARRY COCHRAN  
COUNCILMAN, DISTRICT V

MARCUS M. LAMBERT  
COUNCILMAN, DISTRICT VI

DENNIS NUSS  
COUNCILMAN, DISTRICT VII

**2011-0389**

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

**ORDINANCE NO. 11-12-6**

An ordinance approving and authorizing the establishment of a Home Occupation under the operation of Theron Anderson, Sr. for special permission to operate as a home occupation – "Junior Services, LLC" – an a/c and heating business. The location will be at 317 Mockingbird Lane, St. Rose.

**WHEREAS,** the St. Charles Parish Code of Ordinances, Appendix A, Section XXII states that the Parish Council must approve a home occupation requiring any state license or permit; and,

**WHEREAS,** Theron Anderson, Sr.'s proposed home occupation may require licensing by the State Licensing Board for Contractors; and,

**WHEREAS,** the St. Charles Parish Planning and Zoning Commission has recommended approval of the home occupation with the stipulation that no deliveries be made to the residence and that there be no outdoor storage of materials, equipment, or waste associated with the business.

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

**SECTION I.** That the home occupation application by Theron Anderson, Sr. for "Junior Services, LLC" – an a/c and heating business at 317 Mockingbird Lane, St. Rose is hereby approved with the stipulations that no deliveries be made to the residence and that there be no outdoor storage of materials, equipment, or waste associated with the business .

**SECTION II.** That the Department of Planning & Zoning is authorized to grant Theron Anderson, Sr. a home occupation permit to have the office for a home-improvement contractor at 317 Mockingbird Lane, St. Rose.

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

**YEAS:** SCHEXNAYDRE, RAYMOND, TASTET, BENDETTO, HOGAN, COCHRAN, LAMBERT, NUSS  
**NAYS:** NONE  
**ABSENT:** AUTHEMENT

And the ordinance was declared adopted this 19th day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: December 20, 2011  
APPROVED: [Signature] DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: December 21, 2011  
AT: 8:45am RECD BY: [Signature]

**2011-0390**

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

**ORDINANCE NO. 11-12-7**

An ordinance approving and authorizing the establishment of a Home Occupation under the operation of Nikki Betz for special permission to operate the following home occupation – “Wildflowers” – a retail florist. The location will be at 110 Family Street, Des Allemands.

**WHEREAS,** the St. Charles Parish Code of Ordinances, Appendix A, Section XXII states that the Parish Council must approve a home occupation requiring any state license or permit; and,

**WHEREAS,** Nikki Betz’s proposed home occupation may require State licensing; and,

**WHEREAS,** the St. Charles Parish Planning and Zoning Commission has recommended approval of the home occupation with the stipulation that No outdoor storage of materials, equipment, or waste associated with the business that can be seen from Family Street.

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

**SECTION I.** That the home occupation application by Nikki Betz for special permission to operate the following home occupation – “Wildflowers” – a retail florist at 110 Family Street, Des Allemands is hereby approved with the stipulation that no outdoor storage of materials, equipment, or waste associated with the business be visible from Family St.

**SECTION II.** That the Department of Planning & Zoning is authorized to grant Nikki Betz a home occupation permit to have a retail floral business at 110 Family Street in Des Allemands.

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

YEAS: SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS  
NAYS: NONE  
ABSENT: AUTHEMENT

And the ordinance was declared adopted this 19th day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: December 20, 2011  
APPROVED:  DISAPPROVED:   
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: December 21, 2011  
AT: 8:45am RECD BY: BGO 'vb

**2011-0385**

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

**ORDINANCE NO. 11-12-8**

An ordinance to amend the 2011 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

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

**WHEREAS**, the 2011 St. Charles Parish Consolidated Operating and Capital Budget was adopted by Ordinance No 10-11-1 on November 8, 2010; and amended February 2, 2011 by Executive Order 11-1; February 3, 2011 by Executive Order 11-2; April 4, 2011 by Ordinance No 11-4-8; April 4, 2011 by Ordinance No 11-4-9; April 4, 2011 by Ordinance 11-4-10; April 4, 2010 by Ordinance No 11-4-12; April 15, 2011 by Executive Order 11-3; April 18, 2011 by Ordinance 11-4-38; April 22, 2011 by Executive Order 11-4; June 6, 2011 by Ordinance No 11-6-6; June 6, 2011 by Ordinance No 11-6-9; June 6, 2011 by Ordinance No 11-6-10; June 13, 2011 by Executive Order 11-5; June 21, 2011 by Executive Order 11-6; July 12, 2011 by Executive Order 11-7; July 21, 2011 by Executive Order 11-8; August 4, 2011 by Executive Order 11-9; August 15, 2011 by Executive Order 11-10; August 22, 2011 by Ordinance No 11-8-6; September 1, 2011 by Executive Order 11-11; September 20, 2011 by Executive Order 11-12; September 26, 2011 by Executive Order 11-13; 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 2011 as shown by the Revision Schedule; and,

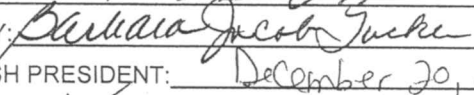
**NOW, THEREFORE**, in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby ordain to adopt the 2011 St. Charles Parish Consolidated Operating and Capital Budget as amended, and that it be attached hereto and made a part hereof and identified as "Exhibit A" and "Exhibit B".

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

- YEAS: SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS
- NAYS: NONE
- ABSENT: AUTHEMENT

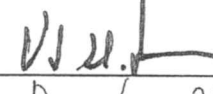
And the ordinance was declared adopted this 19<sup>th</sup> day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: December 20, 2011

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

PARISH PRESIDENT: 

RETD/SECRETARY: December 21, 2011

AT: 8:45am RECD BY: BGT vb

**ST. CHARLES PARISH**  
**GOVERNMENTAL FUNDS**

**CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT**

**FISCAL YEAR ENDING DECEMBER 31, 2011**

Description	2011 Original Budget	2011 Current Budget	2011 Final Budget	Over or Under 2011
BEGINNING FUND BALANCE	66,370,902	69,382,604	79,776,396	10,393,792
CURRENT YEAR REVENUES & OTHER FINANCING SOURCES	<u>105,224,054</u>	<u>106,509,539</u>	<u>81,676,863</u>	<u>(24,832,676)</u>
TOTAL MEANS OF FINANCING	<u>171,594,956</u>	<u>175,892,143</u>	<u>161,453,259</u>	<u>(14,438,884)</u>
<b>EXPENDITURES &amp; OTHER FINANCING USES:</b>				
PERSONAL SERVICES	25,954,071	25,954,071	24,128,636	(1,825,435)
OPERATING SERVICES	16,157,214	16,029,404	12,807,216	(3,222,188)
MATERIALS & SUPPLIES	4,535,070	4,603,307	4,968,747	365,440
OTHER CHARGES	911,874	2,266,874	1,946,365	(320,509)
DEBT SERVICE	3,787,813	3,787,813	3,785,401	(2,412)
CAPITAL OUTLAY	72,956,899	78,984,659	41,567,305	(37,417,354)
INTERGOVERNMENTAL TRANSFERS	<u>16,002,413</u>	<u>16,002,413</u>	<u>4,876,009</u>	<u>(11,126,404)</u>
TOTAL	<u>147,910,454</u>	<u>155,233,641</u>	<u>102,438,212</u>	<u>(52,795,429)</u>
NET CHANGE IN CURRENT REVENUES & OTHER SOURCES OVER EXPENDITURES & OTHER USES	(42,686,400)	(48,724,102)	(20,761,349)	27,962,753
ENDING FUND BALANCE	<u><u>23,684,502</u></u>	<u><u>20,658,502</u></u>	<u><u>59,015,047</u></u>	<u><u>38,356,545</u></u>

# ST. CHARLES PARISH

## PROPRIETARY FUNDS

### CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT

FISCAL YEAR ENDING DECEMBER 31, 2011

Description	2011 Original Budget	2011 Current Budget	2011 Final Budget	Over or Under 2011
<b>BEGINNING NET ASSETS:</b>				
Invested in Capital Assets, Net of Debt	100,597,686	100,597,686	102,256,875	
Restricted for Debt Service	2,727,435	2,727,435	2,508,100	
Restricted for Capital Projects	15,983,338	15,983,338	6,939,795	
<b>Unrestricted</b>	<b>2,779,790</b>	<b>2,779,790</b>	<b>8,944,554</b>	
<b>CURRENT YEAR REVENUES</b>	<b>27,379,350</b>	<b>27,379,350</b>	<b>25,855,586</b>	<b>(1,523,764)</b>
<b>EXPENDITURES:</b>				
PERSONAL SERVICES	9,076,760	9,076,760	8,645,545	(431,215)
OPERATING SERVICES	8,967,896	8,762,896	7,470,594	(1,292,302)
MATERIALS & SUPPLIES	2,966,633	2,872,633	2,575,653	(296,980)
OTHER CHARGES	6,713,772	6,713,772	6,692,472	(21,300)
DEBT SERVICE	1,420,879	1,420,879	1,426,263	5,384
INTERGOVERNMENTAL	371,450	371,450	371,450	-
TRANSFERS	13,500	13,500	48,238	-
<b>TOTAL EXPENDITURES</b>	<b>29,530,890</b>	<b>29,231,890</b>	<b>27,230,215</b>	<b>(2,001,675)</b>
<b>EXCESS (DEFICIENCY) OF CURRENT REVENUES OVER EXPENDITURES</b>	<b>(2,151,540)</b>	<b>(1,852,540)</b>	<b>(1,374,629)</b>	
<b>CAPITAL CONTRIBUTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	
<b>CHANGES IN NET ASSETS</b>	<b>(2,151,540)</b>	<b>(1,852,540)</b>	<b>(1,374,629)</b>	
<b>ENDING NET ASSETS:</b>				
Invested in Capital Assets, Net of Debt	104,628,879	104,628,879	95,786,044	
Restricted for Debt Service	2,673,979	2,673,979	2,764,261	
Restricted for Capital Projects	10,566,825	10,566,825	11,310,912	
<b>Unrestricted</b>	<b>2,067,026</b>	<b>2,366,026</b>	<b>9,413,478</b>	

**2011-0386**

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

**ORDINANCE NO. 11-12-9**

An ordinance adopting the St. Charles Parish Council Road and Bridges Capital Program Budget for fiscal year 2012 through 2014 in accordance with the Parish Transportation Act.

**WHEREAS,** in accordance with the provisions of Louisiana Revised Statutes 48:751-760, the Parish Transportation Act, and the St. Charles Parish Home Rule Charter, the Parish President has submitted the Road and Bridges Capital Program Budget for fiscal year 2012 through 2014 to the St. Charles Parish Council; and,

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

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

**SECTION I.** That the Road and Bridges Capital Program Budget for fiscal year 2012 through 2014 identified as "Exhibit A" is hereby approved and accepted.

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

**YEAS:** SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

**NAYS:** NONE

**ABSENT:** AUTHEMENT

And the ordinance was declared adopted this 19th day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: Barbara Jacob-Jucker  
DLVD/PARISH PRESIDENT: December 20, 2011  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: December 21, 2011  
AT: 8:45am RECD BY: BGT<sup>VB</sup>

Exhibit "A"

St. Charles Parish Council  
Road & Bridge Capital Budget Program

Project	Funding Source	2012	2013	2014	Total
Priority 14	Parish Transportation Special Revenue - Fund 102	21,398			21,398
Priority 13	Parish Transportation Special Revenue - Fund 102	61,618			61,618
Priority 12	Parish Transportation Special Revenue - Fund 102	609,274			609,274
Priority 11	Parish Transportation Special Revenue - Fund 102	7,710	357,520		365,230
Priority 10	Parish Transportation Special Revenue - Fund 102	700,000	142,480	500,000	642,480
			500,000	500,000	1,700,000
Priority 11	Road & Drainage M&O Special Revenue - Fund 112	750,000			750,000
		750,000	-	-	750,000
<b>Total Capital Budget</b>		1,450,000	500,000	500,000	2,450,000



2011-0387

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

ORDINANCE NO. 11-12-10

An ordinance to approve and authorize the execution of a Professional Services Contract with CH2M Hill Engineers, Inc. to provide environmental services required for Parish Project No. P100801, Municipal Storm Sewer Systems Compliance (MS4).

WHEREAS, St. Charles Parish is in need of professional environmental engineering services for Parish Project No. P100801, Municipal Storm Sewer Systems Compliance (MS4). Services include but will not be limited to serving as Owner's professional environmental consultant and representative for the Project, providing environmental consultation, reports, analysis and recommendations; and,

WHEREAS, the MS4 Program requires an annual report on Progress of Best Management Practices (BMP) to LDEQ documenting BMP activities, development of a spill response and prevention plan; and,

WHEREAS, expertise provided by the professional environmental engineering is required to maintain permit compliance and interface with LDEQ on such matters.

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

**SECTION I.** That the contract for Professional Services between CH2M Hill Engineers, Inc. and the Parish of St. Charles is hereby approved.

**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, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: AUTHEMENT

And the ordinance was declared adopted this 19th day of December, 2011 to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

SECRETARY: 

DLVD/PARISH PRESIDENT: December 20, 2011

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

PARISH PRESIDENT: 

RETD/SECRETARY: December 21, 2011

AT: 8:45am RECD BY: BGT vb



ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS AND WASTEWATER

**PROFESSIONAL SERVICES AGREEMENT**

This AGREEMENT made and entered into the 21<sup>st</sup> day of December, 2011, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of the Parish, hereinafter called the OWNER and **CH2M HILL ENGINEERS, INC.**, a Corporation acting herein and through its President, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ the CONSULTANT to perform the services described herein for Parish Project No. **P100801** titled **MUNICIPAL SEPARATE STORM WATER SEWER SYSTEMS COMPLIANCE (MS4)**.

1. GENERAL

- a. The OWNER engages the CONSULTANT to perform specific professional services identified and described in the Scope of Services. CONSULTANT services shall conform to the requirements of the OWNER and all participating regulating agencies.

2. SERVICES OF THE CONSULTANT

- a. The services consist of the work defined in the following Scope of Services.
- b. SCOPE OF SERVICES:

The 2010 MS4 Annual Report submitted to LDEQ provided a plan which allows the Parish to continue to build on the existing MS4 Program. Beginning in 2011, the annual report acts as a living document to be updated every year to show improvement and progress in improving stormwater quality in the Parish.

➤ **Task 1.0 2012 MS4**

***Subtask 1.1 Project Management and Communication with LDEQ and Parish Officials***

- Regular communication with LDEQ. Communication with LDEQ on behalf of the Parish including, revision of the list of recommended Best Management Practices should LDEQ request changes while assisting the Parish with compliance commitments made to LDEQ as part of their NOI and previous year's annual report.

- Regular communication with Parish officials to insure BMPs are aligned with Parish priorities.
- Keep Parish officials informed of compliance requirements, and any new stormwater requirements or regulations that the Parish may be subject to.
- Review commitments made in previous year's report, and document completeness and progress.

***Subtask 1.2 Preparation of the Annual Report***

Using the "living document" concept, the report will be formatted and used as a guideline for what activities and documentation are to be compiled. The report can be viewed as a master checklist to document fulfillment of the commitments in the previous report and as guidance for developing the next steps to be accomplished in subsequent years. Activities will include:

- Implement a filing system to capture the forms which document BMP activities will be initiated, providing a structure to capture documentation by BMP requirement. Implementation of this system will further promote the "fill in the blank" concept of developing the 2012 report throughout calendar year 2011.
- Complete list of existing forms and processes to be used in 2011 Report
- Modify existing processes to include MS4 documentation where necessary
- Develop new forms and/or processes to include MS4 documentation where necessary
- Develop checklist of discrete activities (for example spill kit deployment) that can be updated as activities are completed.
- Draft list of commitments, forms, and processes identified to date as starting point for 2011 MS4 documentation
- Debrief notes after site interviews, to include draft processes developed during visit(s).
- Develop a checklist of discrete activities to be completed by the Parish for rollup into 2011 MS4 report

***Deliverables:***

- Draft 2011 MS4 Report
- Final 2011 MS4 Report

### *Subtask 1.3 BMP Development*

- Support for DPW during integration of MS4 concepts into established Parish procedures and documents is provided in this task. This includes development of memos and processes for the Parish council and divisions within DPW, assistance in implementing processes needed to document MS4 compliance, and preparation and attendance at meetings as required. This task is provided for real-time support requests and will be performed on an as requested basis. The following bullets define the commitments made by St. Charles Parish to LDEQ for 2011 to be completed as part of this task.

- **Ordinance Review:**

The Parish currently has ordinances in place that address drainage and flood control, illicit sewer discharges and connections, and illicit dumping, however; these ordinances need to be reviewed to include documentation of monitoring and enforcement actions, as well as specific LPDES General Stormwater Permit language.

2011 commitment: The Parish will review a Construction Site Runoff Control Ordinance in 2011, to insure compliance with the LPDES General Stormwater Permit.

Depending on the findings and analysis of the ordinances, modifications to the language may be necessary to insure ordinance language completely addresses LPDES compliance.

- **Public Outreach:**

2011 commitments: Install CB markers, Provide construction runoff pamphlets at pre-con meetings, report on Haz. Mat. Collection Day and Trash Bash Day, develop procedures to record and respond to public complaints and comments as it relates to MS4.

- **Master Drainage Plan;**

The Master Drainage Plan (MDP) is currently being developed by a third party, and the level of completeness is not immediately available. The Parish has ongoing capital improvement projects that modify the MDP; however there are certain components required. (Required as part of 40CFR 122.34(b)(3)(A) to address minimum control measure #3 IDDE –

Develop a storm sewer system map, showing the locations of all outfalls and the names and locations of all waters of the U.S. that receive discharges from those outfalls)

- 2011 commitment: Review MDP, and report on capital improvement projects.
  
- IDDE Program
  - 2011 commitment: Review Parish ordinances and monitoring activities. Compile information related to measurable goals for inclusion in the annual report.
  - IDDE measureable goals: Number of inspections, Number of enforcement actions Documented monitoring activities, Number of outfalls, basins, etc. inspected for IDDE, Number of illicit discharges located, Number of industrial sites reviewed for compliance
  
- Construction site Runoff Control:
  - 2011 commitment: Review Parish ordinances and monitoring activities, develop more specific language related to LPDES General Permit for new draft ordinance.
  
- Spill Response and Prevention Plan
  - 2011 commitment: Reconnaissance of maintenance locations, review current oil change procedures. Begin to develop Standard Operating procedures
  - Develop draft Spill Response and Prevention Plan to comply with EPA requirements.
  
- Modification to BMPs to align with current Parish work activities that contributes to compliance and aligns with Parish priorities.
  - Develop processes and standard forms to track and report on current Parish work activities, and train Parish employees how to use them.

***Deliverables:***

- Memos or documentation to support DPW implementation of MS4 processes.

➤ **Task 2.0 2013 MS4**

***Subtask 2.1 Project Management and Communication with LDEQ and Parish Officials***

Same as Subtask 1.1

***Subtask 2.2 Preparation of the Annual Report***

Same as Subtask 1.2; information updated for year 2013

***Subtask 2.3 BMP Development***

Same as Subtask 1.3

- **Task 3.0 2014 MS**

**Subtask 3.1 Project Management and Communication with LDEQ and Parish Officials**

Same as Subtask 1.2

***Subtask 3.2 Preparation of the Annual Report***

Same as Subtask 1.2; information updated for year 2012

***Subtask 3.3 BMP Development***

Same as Subtask 1.3

- **Task 4.0 2015 MS4 (Optional)**

There is no scope or fee associated with Task 4.0. Should the Parish elect to move forward with Task 4, and amendment to this Agreement will be required.

3. PERIOD OF SERVICE

- This AGREEMENT is effective January 1, 2012 for a period of three (3) years.
- Upon agreement between all parties, the AGREEMENT may be extended for an additional one (1) year period.

4. CONSULTANT'S COMPENSATION

- The method of payment for this AGREEMENT is Standard Hourly Rates plus related Reimbursable Expenses.
- Hourly compensation shall be made in accordance with the CONSULTANT'S Standard Hourly Rate Schedule PER Table 1 located in the Statement of Work attached to this AGREEMENT as Exhibit A.
- Documented reimbursable expenses that are directly related to the Scope of Services shall be reimbursed at actual cost. St. Charles Parish may request an estimate of these cost before a specific task is authorized.
- Total compensation for the Scope of Services described in Section 2B, shall not exceed \$40,000.00, annually including reimbursable expenses.

- e. CONSULTANT shall attach timesheets, logs, or other documentation, satisfactory to OWNER, for all hours billed, by each classification listed on the Standard Hourly Rate Schedule, to the monthly invoices for payment.
- f. CONSULTANT shall distribute all billable hours between each individual authorized task as applicable.
- g. Current month charges and cumulative charges, including reimbursable expenses, shall be shown on all invoices for payment by each individual authorized task.
- h. The use of overtime is not authorized under this AGREEMENT.

5. SERVICES OF THE OWNER

- a. OWNER shall assist CONSULTANT in carrying out the Scope of Services by placing at his disposal all existing relevant data and records in its possession.
- b. CONSULTANT shall be responsible for searching said data and records provided and shall request specific clarification of the information as needed.
- c. OWNER guarantees CONSULTANT access to all public property as required in order to complete the Scope of Services.

6. TERMINATION

- a. This AGREEMENT may be terminated without cause by either party upon ten (10) days written notice.
- b. Immediately after receiving such notice, the CONSULTANT shall discontinue advancing the services under this AGREEMENT, and submit a final invoice to St. Charles Parish for all services rendered to date under the AGREEMENT.
- c. OWNER, upon receiving any applicable completed or partially completed deliverable, and after the final fee is mutually agreed upon, shall make payment within thirty (30) days.
- d. In the event that this contract is terminated, OWNER shall have the option of completing the Scope of Services in house or entering into an AGREEMENT with another party to complete the work.

7. COMPLIANCE WITH LAWS AND ORDINANCES

- a. The CONSULTANT hereby agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the Scope of Services under this AGREEMENT.

8. SUCCESSORS AND ASSIGNS

- a. This AGREEMENT is not assignable.

9. INSURANCE

- a. The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this AGREEMENT.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.
- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the unencumbered sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00).
- e. All certificates of insurance shall be furnished to the OWNER within five (5) days after execution of the AGREEMENT and shall provide that insurance not be cancelled without ten (10) days prior written notice to the OWNER.
- f. St. Charles Parish shall be named as additional insured on general liability insurance policies.
- g. OWNER may examine all insurance policies.
- h. For all purposes under Louisiana law, the principals of this AGREEMENT shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

10. OTHER

- a. CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any



## Exhibit A

TECHNICAL MEMORANDUM

CH2MHILL

### St. Charles Parish MS4 Compliance needs 2011

PREPARED FOR: Sam Scholle  
PREPARED BY: Hyche, Hunter  
DATE: November 22, 2011

The MS4 Program is designed to transfer enforcement responsibility of the Clean Water Act to local municipalities, with a cornerstone of the program the continual improvement of stormwater quality for discharge into receiving waters. The program builds on itself in that demonstrating compliance is coupled with demonstrating activities directed at improving stormwater quality. EPA and LDEQ understand that the transfer of this responsibility is a process; however, it is the responsibility of the municipality to demonstrate measureable progress in development of this program through an annual report. In many regards CH2M HILL is still gathering information about the Parish's standard operations. This makes it difficult to define all the activities that will need to be developed to insure compliance with the Parish's MS4 permit beyond addressing the 2011 commitments made to LDEQ as part of the 2010 annual report. The following bullets highlight the commitments made for 2011.

- **Ordinance Review:**  
The Parish currently has ordinances in place that address drainage and flood control, illicit sewer discharges and connections, and illicit dumping, however; these ordinances need to be reviewed to include documentation of monitoring and enforcement actions, as well as specific LPDES General Stormwater Permit language.  
2011 commitment: The Parish will review a Construction Site Runoff Control Ordinance in 2011, to insure compliance with the LPDES General Stormwater Permit.  
  
Depending on the findings and analysis of the ordinances, modifications to the language may be necessary to insure ordinance language completely addresses LPDES compliance
- **Public Outreach:**
- **2011 commitments:** Install CB markers, Provide construction runoff pamphlets at pre-con meetings, report on Haz. Mat. Collection Day and Trash Bash Day, develop procedures to record and respond to public complaints and comments as it relates to MS4.
- **Master Drainage Plan;**  
The Master Drainage Plan (MDP) is currently being developed by a third party, and the level of completeness is not immediately available. The Parish has ongoing capital improvement projects that modify the MDP; however there are certain components required. (Required as part of 40CFR 122.34(b)(3)(A) to address minimum control measure #3 IDDE - Develop a storm sewer system map, showing the locations of all outfalls and the

names and locations of all waters of the U.S. that receive discharges from those outfalls)

- 2011 commitment: Review MDP, and report on capital improvement projects.
- IDDE Program
  - 2011 commitment: Review Parish ordinances and monitoring activities. Compile information related to measurable goals for inclusion in the annual report.
  - IDDE measurable goals: Number of inspections, Number of enforcement actions Documented monitoring activities, Number of outfalls, basins, etc. inspected for IDDE, Number of illicit discharges located, Number of industrial sites reviewed for compliance
- Construction site Runoff Control:
  - 2011 commitment: Review Parish ordinances and monitoring activities, develop more specific language related to LPDES General Permit for new draft ordinance.
- Spill Response and Prevention Plan
  - 2011 commitment: Reconnaissance of maintenance locations, review current oil change procedures. Begin to develop Standard Operating procedures
  - Develop draft Spill Response and Prevention Plan to comply with EPA requirements.
- Modification to BMPs to align with current Parish work activities that contributes to compliance and aligns with Parish priorities.
  - Develop processes and standard forms to track and report on current Parish work activities, and train Parish employees how to use them.

## Exhibit A

### Environmental Consulting Services to support St Charles Parish in continuing Development of a Municipal Separate Storm Sewer System (MS4) Plan in accordance with the Parish's State of Louisiana General Permit

#### Article A. Introduction and Purpose

The purpose of this document is to establish the basic Scope of Work (SOW) that will be performed by CH2M HILL to support St Charles Parish with environmental consulting services as it relates to Parish's Municipal Separate Storm Sewer System (MS4) Plan.

St. Charles Parish initiated an update to their Municipal Separate Storm Sewer System (MS4) plan in 2010. This update reflects the current direction of the Parish and provides continuity with previous MS4 related submittals including the 2007 Notice of Intent filing and Best Management Practices (BMP) commitments. In 2010, the BMP commitments were revisited for continuing relevance and conformance with Parish goals and growth, and suggested BMP revisions and updated commitments were provided to LDEQ in the 2010 MS4 Annual Report.

This SOW is for environmental consulting services for the next three (3) years with the option to renew on the fourth (4<sup>th</sup>) year. The cover letter of this document outlines the 2011 activities to fulfill the updated MS4 commitments, and includes development of processes to address future MS4 reporting commitments and support for the Department of Public Works in planning for ongoing and future MS4 compliance..

#### Article B. Scope of Work

The 2010 MS4 Annual Report submitted to LDEQ provided a plan which allows the Parish to continue to build on the existing MS4 Program. Beginning in 2011, the annual report acts as a living document to be updated every year to show improvement and progress in improving stormwater quality in the Parish.

#### Task 1.0 2012 MS4

##### *Subtask 1.1 Project Management and Communication with LDEQ and Parish Officials*

- Regular communication with LDEQ. Communication with LDEQ on behalf of the Parish including, revision of the list of recommended Best Management Practices should LDEQ request changes while assisting the Parish with compliance commitments made to LDEQ as part of their NOI and previous year's annual report.
- Regular communication with Parish officials to insure BMPs are aligned with Parish priorities.
- Keep Parish officials informed of compliance requirements, and any new stormwater requirements or regulations that the Parish may be subject to.

- Review commitments made in previous year's report, and document completeness and progress

#### ***Subtask 1.2 Preparation of the Annual Report***

Using the "living document" concept, the report will be formatted and used as a guideline for what activities and documentation are to be compiled. The report can be viewed as a master checklist to document fulfillment of the commitments in the previous report and as guidance for developing the next steps to be accomplished in subsequent years. Activities will include:

- Implement a filing system to capture the forms which document BMP activities will be initiated, providing a structure to capture documentation by BMP requirement. Implementation of this system will further promote the "fill in the blank" concept of developing the 2012 report throughout calendar year 2011.
- Complete list of existing forms and processes to be used in 2011 Report
- Modify existing processes to include MS4 documentation where necessary
- Develop new forms and/or processes to include MS4 documentation where necessary
- Develop checklist of discrete activities (for example spill kit deployment) that can be updated as activities are completed.
- Draft list of commitments, forms, and processes identified to date as starting point for 2011 MS4 documentation
- Debrief notes after site interviews, to include draft processes developed during visit(s).
- Develop a checklist of discrete activities to be completed by the Parish for rollup into 2011 MS4 report

#### ***Deliverables:***

- Draft 2011 MS4 Report
- Final 2011 MS4 Report

#### ***Subtask 1.3 BMP Development***

Support for DPW during integration of MS4 concepts into established Parish procedures and documents is provided in this task. This includes development of memos and processes for the Parish council and divisions within DPW, assistance in implementing processes needed to document MS4 compliance, and preparation and attendance at meetings as required. This task is provided for real-time support requests and will be performed on an as requested basis. The cover memo attached defines the commitments made by St. Charles Parish to LDEQ for 2011 to be completed as part of this task.

#### ***Deliverables:***

- Memos or documentation to support DPW implementation of MS4 processes

### **Task 2.0      2013 MS4**

#### ***Subtask 2.1 Project Management and Communication with LDEQ and Parish Officials***

Same as Subtask 1.1

**Subtask 2.2 Preparation of the Annual Report**

Same as Subtask 1.2; information updated for year 2013

**Subtask 2.3 BMP Development**

Same as Subtask 1.3

**Task 3.0 2014 MS4**

**Subtask 3.1 Project Management and Communication with LDEQ and Parish Officials**

Same as Subtask 1.2

**Subtask 3.2 Preparation of the Annual Report**

Same as Subtask 1.2; information updated for year 2012

**Subtask 3.3 BMP Development**

Same as Subtask 1.3

**Task 4.0 2015 MS4 (Optional)**

There is no scope or fee associated with Task 4.0. Should the Parish elect to move forward with Task 4, and amendment to this Agreement will be required.

**Article C. Compensation**

1. Services will be performed on a Time and Expense basis, with compensation based on CH2M HILL's Hourly Per Diem Rates plus Direct Expenses plus subcontracts and outside services, plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.
2. CH2M HILL will make reasonable efforts to complete the work within budget and will keep the CLIENT informed of progress so that the budget or work effort can be adjusted if necessary.

CH2M HILL is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the CLIENT obligated to pay CH2M HILL beyond these limits.

When any budget has been increased, CH2M HILL's excess costs expended prior to such increase shall be allowable to the same extent as if such costs had been incurred after the approved increase.

3. Per Diem Rates

Per Diem Rates are those hourly rates charged for work performed on the Project by CH2M HILL's employees of the indicated classifications. These rates are subject to annual adjustment each calendar year; include all allowances for salary, overheads, and fees; but do not include allowances for Direct Expenses, subcontracts, and outside services.

4. Direct Expenses

Direct Expenses are those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals and lodging, mail, special CLIENT approved PROJECT specific insurance, letters of credit, bonds, and equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory tests and analysis, printing and reproduction

services, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and special health and safety requirements of OSHA.

party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

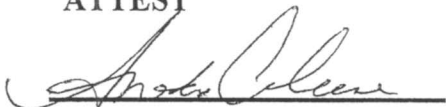
- b. This AGREEMENT constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

11. EXCLUSIVE JURISDICTION AND VENUE

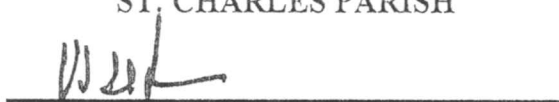
- a. For all claims arising out of or related to this agreement, CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon CONSULTANT'S residence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

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day, month and year first above mentioned.

ATTEST



ST. CHARLES PARISH

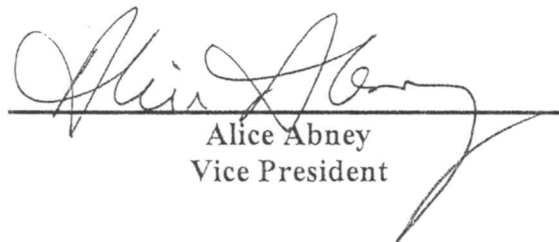


Mr. V.J. St. Pierre, Jr.  
Parish President

ATTEST



CH2M HILL ENGINEERS, INC.



Alice Abney  
Vice President

The Per Diem Rates for this Project are presented in Table 1.

TABLE 1  
Hourly Per Diem Rates

Labor Category	Billing Rate
Project Manager	\$218.94
Principal Technologist	\$206.40
Senior Environmental Consultant	\$144.53
Environmental Consultant	\$90.94
Project Assistant	\$74.77

The estimated engineering fee by Task is presented in Table 2.

TABLE 2  
Estimated Engineering Fee

Task Name and Number	Estimated Fee
1.1 Project Management 2012	\$5,182
1.2 Annual Report Preparation	\$11,705
1.3 BMP Assistance	\$13,373
<b>Task 1 2012 MS4 assistance Total</b>	<b>\$30,260</b>
2.1 Project Management 2013	\$5,337
2.2 Annual Report Preparation	\$12,056
2.3 BMP Assistance	\$12,866
<b>Task 2 2013 MS4 assistance Total</b>	<b>\$30,260</b>
3.1 Project Management 2014	\$5,498
3.2 Annual Report Preparation	\$12,418
3.3 BMP Assistance	\$12,344
<b>Task 3 2014 MS4 assistance Total</b>	<b>\$30,260</b>
<b>Task 4 2015 MS4 assistance Total</b>	<b>TBD</b>

From previous involvement with Parish MS4 assistance, project management and report preparations tasks are more accurately estimated. Because of the unknown nature of the development of the MS4 program, BMP assistance will be capped by the fixed total expenditure as defined by the Parish. CH2M HILL assumes a 3% escalation based on historic economic trends. The following table represents the adjustment of scope based on a fixed total expenditure over the next 4 years.



2001-0391

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)  
SHELLEY M. TASTET, DISTRICT II

ORDINANCE NO. 11-12-11

An ordinance to approve and authorize the execution of a contract with Gilmore & Son Construction Corporation for project P090201-4 Replace Culverts Willowdale and Beaupre Crossings in the amount of \$312,000.00.

WHEREAS, sealed bids were received by St. Charles Parish on December 1, 2011, for project P090201-4 Replace Culverts Willowdale and Beaupre Crossings; and,

WHEREAS, Professional Engineering and Environmental Consultants, Inc. PEEC, the Engineer for the Project, has reviewed the bids and recommended that the contract be awarded to the low bidder, Gilmore & Son Construction Corporation in the amount of \$312,000.00; and,

WHEREAS, this project also has an approved FEMA Hazard Mitigation Grant in the amount of \$549,275.00 to assist the Parish in project funding.

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

**SECTION I.** That the bid of Gilmore & Son Construction Corporation for the construction of project P090201-4 Replace Culverts Willowdale and Beaupre Crossings, is hereby approved and accepted in the amount of \$312,000.00.

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

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

YEAS: SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS

NAYS: NONE

ABSENT: AUTHEMENT

And the ordinance was declared adopted this 19th day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_  
SECRETARY: Barbara Jane Tucker  
DLVD/PARISH PRESIDENT: December 20, 2011  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: December 21, 2011  
AT: 8:45am RECD BY: BGT VB

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the 21<sup>st</sup> day of December in the year 2011 by and between the Parish of St. Charles, called the OWNER, and GILMORE & SON CONSTRUCTION CORPORATION hereinafter called the CONTRACTOR.

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

ARTICLE 1. WORK

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

The Contract Work generally comprises of the construction of  
Willowdale and Beaupre Drainage Improvements, Project No. P090201-4

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within 180 calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$200.00 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

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00500-1

#### ARTICLE 4. CONTRACT PRICE

**CONTRACT PRICE:** The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$ 312,000.00) THREE HUNDRED TWELVE THOUSAND AND NO CENTS Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

#### ARTICLE 5. PAYMENT PROCEDURES

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

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

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

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

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

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

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

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00500-2

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   1   inclusive)
- 7.6 Contract documents bearing the general title Willowdale and Beaupre Drainage Improvements, Project No. P090201-4 dated OCTOBER 2011.
- 7.7 Drawings, consisting of a cover sheet dated OCTOBER 2011 and the sheets listed on Drawing (Total of 16 Sheets); ; each sheet bearing the following general title:

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00500-3

Willowdale and Beaupre Drainage Improvements, Project No. P090201-4

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 [Signature]

By [Signature]

Title Parish President

Title President

Attest [Signature]

Attest Angie Abadi - Sec.

END OF SECTION

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00500-5

**2011-0392**

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

**ORDINANCE NO. 11-12-12**

An ordinance to approve and authorize the execution of Amendment No. 1 to Ordinance No. 06-12-23, which approved a Professional Services Contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish to extend said contract through June 30, 2012.

**WHEREAS,** the St. Charles Parish Council adopted Ordinance No. 06-12-23 on December 18, 2006 approving and authorizing the execution of a Professional Services contract with St. Charles Mosquito Control, Inc. for Mosquito Control Services in St. Charles Parish through December 31, 2011; and,

**WHEREAS,** the Contract provides that "upon written mutual agreement between the Parish and the Contractor, this Contract may be extended, by ordinance of the Parish Council, for an additional five (5) year period, conditioned upon the approval of a dedicated funding source for Mosquito Control Services."; and,

**WHEREAS,** in lieu of a five year extension, at this time, it is the desire of the Parish Council and the Parish President to extend the Contract for a six (6) month period to allow the new Council to evaluate the current contract prior to making a final decision on its possible five (5) year extension.

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

**SECTION I.** That Amendment No. 1 to Ordinance No. 06-12-23 is hereby approved extending said Contract through June 30, 2012.

**SECTION II.** That the Parish President is hereby authorized to execute said Amendment No. 1 on behalf of St. Charles Parish.

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

**YEAS:** SCHEXNAYDRE, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS  
**NAYS:** NONE  
**ABSENT:** AUTHEMENT

And the ordinance was declared adopted this 19th day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: Barbara J. [Signature]  
DLVD/PARISH PRESIDENT: December 20, 2011  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: December 21, 2011  
AT: 8:45am RECD BY: BGT<sup>VB</sup>



AMENDMENT NO. 1  
TO  
CONTRACT AGREEMENT  
FOR  
MOSQUITO CONTROL PROGRAM

BE IT KNOWN, that on this \_\_\_\_\_ day of \_\_\_\_\_ 2011,

ST. CHARLES PARISH, herein represented by V. J. St. Pierre, Jr, Parish President, 15045 River Road, Post Office Box 302, Hahnville, LA 70057, duly authorized by Ordinance No. 11-12-12 adopted on December 19, 2011

AND

ST. CHARLES MOSQUITO CONTROL, INC., herein represented by Greg Rittner, President, 1061 Rue la Cannes, Luling, LA 70070,

HEREBY AGREE THAT,

In accordance with the provisions of Ordinance No.06-12-23 adopted by the St. Charles Parish Council on December 18, 2006 and the Contract Agreement, duly executed on the 28<sup>th</sup> day of December 2006, the Contract for Mosquito Control Services in St. Charles Parish is hereby extended for a six (6) month period. Said extension is in accordance with Section 9.00 of the Contract and shall be for the period January 1, 2012 through June 30, 2012.

It is hereby agreed and acknowledged, by both parties, that although Section 9.00 allows for an extension of five (5) years, the contract is only being extended for a six (6) month period.

All other provisions of said Contract Agreement shall remain as first written.

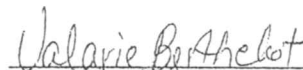
ST. CHARLES PARISH

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



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

WITNESS:



ST. CHARLES MOSQUITO CONTROL, INC.

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

Greg Rittiner  
President

WITNESS: \_\_\_\_\_



**2011-0394**

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT  
(GRANTS OFFICE)**

**RESOLUTION NO. 5868**

A resolution to approve and authorize the execution of a contract with the Louisiana Division of Administration for the FY 2011 - 2012 Local Government Assistance Program for funding in the amount of \$138,700.00 for the construction of a restroom building at the West Bank Bridge Park in Luling.

**WHEREAS,** St. Charles Parish submitted an application for funding to construct a restroom building at the West Bank Bridge Park in Luling; and,

**WHEREAS,** on September 6, 2011, the St. Charles Parish Council adopted Resolution No. 5849 in support of said application; and,

**WHEREAS,** the Parish was notified by way of a letter from the Governor dated November 17, 2011, that the Parish's application for the construction of the restroom building was approved for funding in the amount of \$138,700.00; and,

**WHEREAS,** the State has prepared an Agreement to provide funding for said project and it is the desire of the Parish Council to approve said Agreement.

**NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT,** do hereby approve and authorize the execution of an Agreement between the State of Louisiana Division of Administration and St. Charles Parish for the funding of the construction of the restroom building at the West Bank Bridge Park in Luling.

**BE IT FURTHER RESOLVED** that the Parish President is hereby authorized to execute said Agreement 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, RAYMOND, TASTET, BENEDETTO, HOGAN, COCHRAN, LAMBERT, NUSS  
**NAYS:** NONE  
**ABSENT:** AUTHEMENT

And the resolution was declared adopted this 19th day of December, 2011, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]  
SECRETARY: [Signature]  
DLVD/PARISH PRESIDENT: December 20, 2011  
APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: [Signature]  
RETD/SECRETARY: December 21, 2011  
AT: 8:45am RECD BY: BGT<sup>vb</sup>

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

UNITED STATES OF AMERICA  
STATE OF LOUISIANA  
SOURCE OF FUNDING - FY 2010 -2011  
State Appropriated Funds  
TYPE OF CONTRACT - FY 2010 - 2011 LGAP  
FEDERAL EMPLOYER I.D. #72-6001208  
AMOUNT OF CONTRACT - \$ 138,700.00  
LGAP Format #1 (revised, 2011)  
LGAP File # 1112-STC-0001

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 Government, hereinafter called "Contractor"  
represented by V.J. St. Pierre, Jr., 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  
LGAP/Division/applicable 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.

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, including the  
Legislative Auditor. 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 three years from the date  
of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: 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 through 514.

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

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 and Executive Orders 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 program from the State Legislature 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 request.

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, that 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.

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 applicable federal and State regulations, policies, guidelines and requirements, as they relate to the application, acceptance and use of state resources for the State assisted project.

The Contractor further agrees to comply with applicable laws, ordinances, and codes of the State federal, and local governments, including the State Ethics Law, Act 17 of 1996, Section 15C (which sets criteria for transfer of state appropriated funds), State Bid Laws, Local Government Assurances listed in the grant application(s), and all policies and guidelines of the LGAP program as established by the Office of Community Development.

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 State Civil Rights Legislation and Executive Orders.

11. COMPLIANCE WITH APPROVED PROGRAM: All activities authorized by this agreement will be performed in accordance with the approved work program as described in the grant application(s), (including any amendments which have occurred), Exhibits A, B, and C, the grant conditions and relevant LGAP 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 LGAP 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 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 \$ 138,700.00.

14. 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.

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

#### Incurring Costs 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 to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) 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 (b) written authorization from the State is received to draw funds.

(2) After the Contractor has satisfied all of the 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.

(3) If the Contractor's grant application(s) included other funds for the purpose of receiving rating points, include a firm letter of commitment with Exhibit A.

(4) 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 will not be paid for out of the LGAP 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 one requisition per month allowed for all grants.

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

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,  
Local Government Assistance Program

WITNESSES:

*Andre Coleman*

*[Signature]*  
CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

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1. LGAP CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
\$138,700.00	\$1,572.00

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3. MAILING ADDRESS OF CONTRACTOR

St. Charles Parish Government  
P. O. Box 302  
Hahnville, La 70057

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4. CONTRACTOR AUTHORIZED REPRESENTATIVE	5. PHONE
V.J. St. Pierre, Jr.	985-783-5170

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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. Revisions to the application, if requested by the Office of Community Development.
2. Firm commitments for other project funds, if applicable.
3. Any other documentation, if requested.





## EXHIBIT C

### General Definitions

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

1. "Application" means the Application for LGAP Assistance.
2. "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.
3. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. "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 A of this contract.
5. "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 are not incurred in connection with any activity which may be from time to time amended, are ineligible under the LGAP Program.
6. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. "Incurred Costs" – Any monies expended on allowable expenditures relating to the application and/or contract.
8. "LGAP Program" means the Local Government Assistance Program, established by the State pursuant to House Bill 2 – Act 27 of the 2006 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. "LGAP Regulations" means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 23, as the same may, from time to time, be amended and the regulations described in the LGAP Application Package.
10. "Project" means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the LGAP Program.
11. "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.
12. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.