



St. Charles Parish
Meeting Agenda
Parish Council
Agenda

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

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

Monday, March 22, 2010 **6:00 PM** **Council Chambers, Courthouse**
Final

CALL TO ORDER

PRAYER

Bishop Otis Kenner
Faith Praise & Deliverance Temple

PLEDGE

Bishop Otis Kenner
Faith Praise & Deliverance Temple

APPROVAL OF MINUTES

Regular Meeting - February 8, 2010
Regular Meeting - March 1, 2010

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 **2010-0088** (3/22/2010, Authement)
 In Recognition: St. Anthony Outreach, Inc. Youth and Family Restoration Center
 Legislative History
 3/1/10 Parish Council *Deferred*
 File No. 2010-0088 was deferred until the March 22, 2010 Parish Council Meeting.
- 2 **2010-0105** (3/22/2010, Benedetto)
 In Recognition: James Cospolich, New Orleans Aviation - Noise Abatement Committee
- 3 **2010-0109** (3/22/2010, St. Pierre)
 Proclamation: Child Abuse Prevention Month

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2010-0101** (3/22/2010)
Department of Economic Development & Tourism
- 2010-0102** (3/22/2010, St. Pierre)
Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, April 5, 2010, 6:00 pm, Council Chambers, Courthouse, Hahnville

- 4 2010-0106** (3/22/2010, St. Pierre, Department of Planning & Zoning)
An ordinance to amend the Zoning Ordinance to change the zoning classification from W-1 and R-1B to C-3 at 10743 Hwy. 90 and 10763 Hwy. 90 and adjacent lots (Tracts A & B), Luling LA as requested by Mary & Neal Clulee.
Legislative History:
1/28/10 Department of Planning & Zoning Received/Assigned PH
3/4/10 Department of Planning & Zoning Recommended Approval Planning Commission
3/4/10 Planning Commission Recommended Approval Parish Council
3/22/10 Parish President Introduced
- 91 2010-0107** (3/22/2010, St. Pierre, Department of Planning & Zoning)
An ordinance to amend the Zoning Ordinance to change the zoning classification from C-2 and R-1A to R-1A at 13525 River Road, Luling LA as requested by Don P. Madere.
Legislative History:
2/1/10 Department of Planning & Zoning Received/Assigned PH
3/4/10 Department of Planning & Zoning Recommended Approval Planning Commission
3/4/10 Planning Commission Recommended Denial Parish Council
3/22/10 Parish President Introduced
- 101 2010-0108** (3/22/2010, St. Pierre, Department of Finance)
An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the Sunset Drainage District to provide for an operating subsidy for fiscal year 2010 for the operation and maintenance of the District's drainage system in the amount of \$298,218.00.
Legislative History:
3/22/10 Parish President Introduced
- 103 2010-0112** (3/22/2010, St. Pierre, Department of Finance)
An ordinance to amend the 2010 Consolidated Operating and Capital Budget to add funding for the construction of the Walking Trail at Rathborne Park in the amount of \$468,825.00 comprised of Grant revenue of \$150,000 and a transfer from the General Fund in the amount of \$318,825.00.
Legislative History:
3/22/10 Parish President Introduced

- 112 **2010-0114** (3/22/2010, St. Pierre, Department of Parks and Recreation)
An ordinance to approve and authorize the execution of an Engineering Services Contract with Civil and Environmental Consulting Engineers, LLC, for the design of Phase I of Rathborne Park in Luling.
Legislative History:
3/22/10 Parish President Introduced
- 136 **2010-0115** (3/22/2010, St. Pierre, Department of Economic Development and Tourism)
An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the German Coast Farmers' Market to provide certain services to St. Charles Parish.
Legislative History:
3/22/10 Parish President Introduced
- 139 **2010-0116** (3/22/2010, St. Pierre, Department of Emergency Preparedness)
An ordinance to approve and authorize the execution of a Professional Consulting Agreement between Providence Engineering and Environmental Group LLC and St. Charles Parish to render program administrative/management services in the implementation of the FEMA Hazard Mitigation Grant Program #1603c-089-0030, FEMA-1603-DR-LA, Project #0182, Elevation of 16 Structures.
Legislative History:
3/22/10 Parish President Introduced
- 150 **2010-0117** (3/22/2010, Hogan, Schexnaydre, Tastet, Benedetto, Cochran, Lambert, Nuss)
An ordinance to amend the Code of Ordinances by adding Section 5-5. Abandoned Vessels to Chapter 5 Boats, Docks and Waterways to address the removal of abandoned vessels in parish waterways.
Legislative History:
3/22/10 Council Member(s) Introduced

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

- 152 **2010-0084** (3/1/2010, St. Pierre, Grants Office)
 An ordinance to approve and authorize the execution of Agreement between Sizeler Thompson Brown Architects - Regional Design Group, LLC, and St. Charles Parish to provide architectural services for the new community center, located at 274 Sugarland Parkway in Luling, in the implementation of the Parish's Hurricane Gustav/Ike Community Development Block Grant (CDBG) Disaster Recovery Program.
- Legislative History*
- | | | |
|--------|------------------|----------------------|
| 3/1/10 | Parish President | Introduced |
| 3/1/10 | Parish Council | Publish/Scheduled PH |
- 198 **2010-0086** (3/1/2010, St. Pierre, Department of Public Works)
 An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P090101, Parish Courthouse Emergency Stand-by Generator to decrease the contract amount by \$47,901.40.
- Legislative History*
- | | | |
|--------|------------------|----------------------|
| 3/1/10 | Parish President | Introduced |
| 3/1/10 | Parish Council | Publish/Scheduled PH |
- 211 **2010-0097** (3/1/2010, St. Pierre, Department of Public Works)
 An ordinance to approve and authorize the execution of a Contract for Engineering Services with EVANS-GRAVES ENGINEERS, INC. for necessary professional engineering services associated with Parish Project No. P100301 Install Control Gates on Culverts at Prescott Pump Station and Temporary Pumps at Walker and Almedia Tidal Control Structures.
- Legislative History*
- | | | |
|--------|------------------|----------------------|
| 3/1/10 | Parish President | Introduced |
| 3/1/10 | Parish Council | Publish/Scheduled PH |

PERSONS TO ADDRESS THE COUNCIL

- 236 **2010-0111** (3/22/2010)
 Ms. Gwen Dufrene: Library Milage Renewal

RESOLUTIONS

- 257 **2010-0103** (3/22/2010, Schexnaydre, Authement, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert, Nuss)
 A resolution authorizing the issuance of a Special License to Hahnville High School Dugout Club to conduct a Super Bingo.
- Legislative History*
- | | | |
|---------|-------------------|------------|
| 3/22/10 | Council Member(s) | Introduced |
|---------|-------------------|------------|

- 259 **2010-0104** (3/22/2010, St. Pierre, Grants Office)
 A resolution to approve and authorize the execution of an Agreement between the State of Louisiana Department of Culture, Recreation and Tourism, Office of State Parks, Division of Outdoor Recreation and St. Charles Parish for Federal funding in the amount of \$150,000.00 for Phase I of the Rathborne Park Development, Federal Project No. 22-00910.
Legislative History
 3/22/10 Parish President Introduced
- 262 **2010-0113** (3/22/2010, Nuss, Schexnaydre, Authement, Raymond, Tastet, Benedetto, Hogan, Cochran, Lambert)
 A resolution strongly requesting the Louisiana Department of Transportation and Development to expedite the repair of the expansion joints missing on the down ramp of I-310 to Highway 90 East and additional locations throughout the Parish.
Legislative History
 11/24/09 Council Member(s) Correspondence Sent
 to Department of Transportation & Development District Administrator Michael Stack, from Councilman Nuss, to review the down ramp from I-310 at Highway 90 and the down ramp leaving Highway 18 (River Road) to south I-310; there are either expansion joints missing or the road has buckled to either repair or install a sign notifying drivers.
 12/3/09 Council Member(s) Correspondence Received
 from Department of Transportation & Development District Administrator Michael Stack, request forwarded to Area Engineer Chris Morvant of DOTD and Parish Superintendent Richie Baudier of DOTD for further handling.
 3/22/10 Council Member(s) Introduced

APPOINTMENTS

- 2010-0070** (2/8/2010)
 A resolution appointing a member to the South Central Louisiana Solid Waste District.
 Chairman will accept nominations to fill the unexpired term created by the resignation of the term of Councilman Marcus M. Lambert. Term to begin immediately and expire January 9, 2012. [Deferred from the March 1, 2010 Parish Council Meeting]
Legislative History
 2/8/10 Parish Council Deferred
 3/1/10 Parish Council Deferred
- 2010-0073** (2/8/2010)
 A resolution to appoint a member to the Library Service District Board of Control.
 Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Ms. Mary Bunch. Five (5) year term to begin April 1, 2010 and expire April 1, 2015. [Deferred from the March 1, 2010 Parish Council Meeting]
Legislative History
 1/9/06 Parish Council Enacted Legislation
 Mary Bunch appointed to the Library Board of Control on January 9, 2006, per Resolution No. 5317
 Term: 1/9/06 - 4/1/10
 2/8/10 Parish Council Vacancy Announced
 3/1/10 Parish Council Deferred

2010-0093 (3/1/2010)

Council Minority Appointment to the South Central Planning and Development Commission. Chairman will accept nominations to fill the unexpired term created by the resignation of the term of Councilman Billy Raymond, Sr. Term to begin immediately and expire January 9, 2012. [Council Minority Appointment - Term is concurrent with the Governing Authority.] [Deferred from the March 1, 2010 Parish Council Meeting]

Legislative History

3/1/10 Parish Council Deferred

2010-0110 (3/22/2010)

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

On April 5, 2010 the Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Mr. Morris Becnel, District VII Representative. Four (4) year term to begin May 3, 2010 and expire May 31, 2014.

Legislative History

5/15/06 Parish Council Enacted Legislation

Mr. Morris Becnel appointed to the Planning & Zoning Commission as the District VII Representative on May 15, 2006, per Resolution No. 5346

Term: May 3, 2010 - May 31, 2014

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

COASTAL ZONE ADVISORY COMMITTEE: Thursday, 3/25/10, 7PM, Council Chambers

HOUSING AUTHORITY: Tuesday, 3/30/10, 6PM, Council Chambers

HOSPITAL BOARD: Wednesday, 3/31/10, 9AM, Council Chambers

ANNOUNCEMENTS

TRASH BASH CLEANUP AND RECYCLING DAY - Saturday, 3/27/10, 8:30AM

PARISH HOLIDAY: Friday, April 2, 2010 - Good Friday

Accommodations for Disabled

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

The Parish of St. Charles

March 22, 2010

IN RECOGNITION

WHEREAS, St. Anthony Outreach, Inc. is a 501(C) 3 Non-Profit Organization with a vision to provide quality human services to individuals in need; and,

WHEREAS, The St. Anthony Outreach Youth and Family Restoration Center, directed by Ms. Ann Harris, focuses on creative strategies to assist with crime prevention, youth service organizations, female prison reentry, job skills, mentoring, tutoring, anger management, substance abuse, and suicide prevention counseling, tools for strengthening families, and training, to influence change for the greater good in people and services that will make a constructive difference; and,

WHEREAS, the target population identified by the Center is the at-risk youth between the ages of 14-17 years old, and females who are reentering the community from prison. The organization believes that through training, education, and skill development, these individuals will become productive, respectful citizens who contribute to society, economically, socially, and spiritually; and,

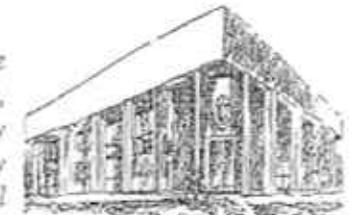
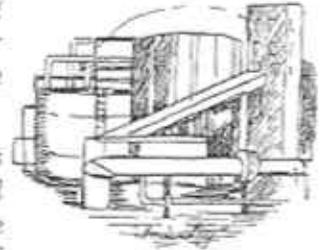
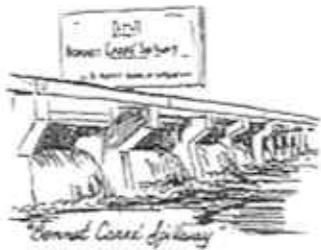
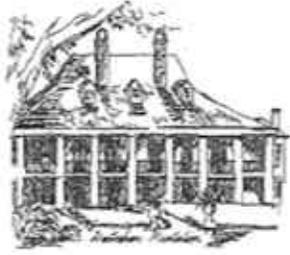
WHEREAS, while collaborating with the Sheriff's Department, Parish President, other Parish Officials, and Christian Leaders, St. Anthony Outreach, Inc., anticipates that the rate of juvenile delinquency will drop, family relationships will be restored, academic performances will improve, and community partnerships will develop and/or will be enhanced; and,

WHEREAS, St. Anthony's guiding principle promotes the creation of a value-based initiative in St. Charles, Lafourche, and Terrebonne Parishes, which fosters strong community alliances, reduces the area's recidivism, and ultimately restores families through education, training, and skill development.

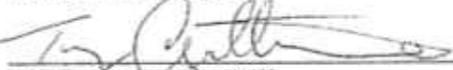
NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY RECOGNIZE

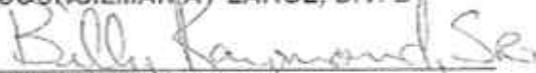
ST. ANTHONY OUTREACH, INC. YOUTH AND FAMILY RESTORATION CENTER

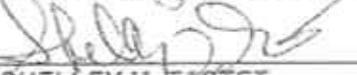
"PARISH OF ST. CHARLES"
created in 1807 from the county of the "German Coast", a parish of unprecedented economic and social development, known for its hospitality, rural living and sporting opportunities... with the added distinction of being located on both sides of the Mighty Mississippi River.



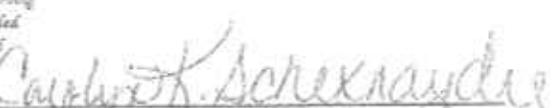

V.J. ST. PIERRE, JR.
PARISH PRESIDENT


TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B


BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I

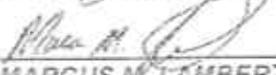

SHELLEY M. TASET
COUNCILMAN, DISTRICT II


WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III


CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A


PAUL J. HOGAN
COUNCILMAN, DISTRICT IV


LARRY COCHRAN
COUNCILMAN, DISTRICT V

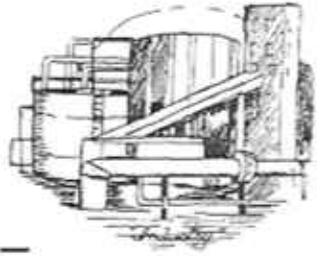
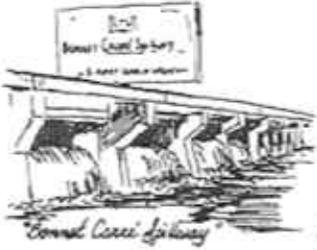

MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI


DENNIS NUSS
COUNCILMAN, DISTRICT VII

The Parish of St. Charles

March 22, 2010

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

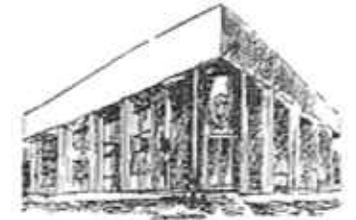


NEW ORLEANS AVIATION BOARD –
NOISE ABATEMENT COMMITTEE

January 18, 1988 – December 31, 2009

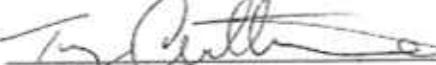


JAMES COSPOLICH

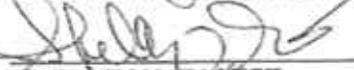


"PARISH OF PLENTY"
created in 1807 from the county of the
"German Coast", a parish of
unprecedented economic and social
development, known for its
hospitality, rural living and sporting
opportunities... with the added
distinction of being located
on both sides of the
Mighty Mississippi River.


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


TERRY AUTHEMENT
COUNCILMAN AT LARGE, DIV. B


BILLY RAYMOND, SR.
COUNCILMAN, DISTRICT I


SHELLEY M. FASTET
COUNCILMAN, DISTRICT II


WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III


CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A


PAUL J. HOGAN
COUNCILMAN, DISTRICT IV


LARRY COCHRAN
COUNCILMAN, DISTRICT V


MARCUS M. LAMBERT
COUNCILMAN, DISTRICT VI


DENNIS NUSS
COUNCILMAN, DISTRICT VII

2010-0109

P R O C L A M A T I O N

- WHEREAS,** *the community cares deeply about the prevention of child abuse, and the majority reports that child abuse is a very important moral issue to them; and,*
- WHEREAS,** *preventing child abuse and neglect is a community problem that depends on involvement among people throughout our community; and,*
- WHEREAS,** *child abuse and neglect not only directly harms children, but also increases the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence, and criminal behavior; and,*
- WHEREAS,** *the effects of child abuse are felt by whole communities and need to be addressed by the entire community; and,*
- WHEREAS,** *the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and supportive community; and,*
- WHEREAS,** *child abuse and neglect can be reduced by making sure each family has the support they need in raising their children in a safe, nurturing environment; and,*
- WHEREAS,** *effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and,*
- WHEREAS,** *all citizens should become more aware of the negative effects of child abuse and its prevention within the community and become involved in supporting parents to raise their children in a safe, nurturing environment.*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM APRIL 2010 AS

C H I L D A B U S E P R E V E N T I O N M O N T H

IN ST. CHARLES PARISH AND CALL UPON ALL CITIZENS, COMMUNITY AGENCIES, FAITH GROUPS, MEDICAL FACILITIES, AND BUSINESSES TO INCREASE THEIR PARTICIPATION IN OUR EFFORTS TO SUPPORT FAMILIES, THEREBY PREVENTING CHILD ABUSE AND STRENGTHENING THE COMMUNITIES IN WHICH WE LIVE.

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, PE
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

CHILDABUSE 2010.doc

2010-0106

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

ORDINANCE NO. _____

An ordinance to amend the Zoning Ordinance to change the zoning classification from W-1 and R-1B to C-3 at 10743 Hwy. 90 and 10763 Hwy. 90 and adjacent lots (Tracts A & B), Luling LA as requested by Mary & Neal Clulee.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An Ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, approving the change of zoning classification from W-1 and R-1B to C-3 at 10743 Hwy. 90 and 10763 Hwy. 90 and adjacent lots (Tracts A & B), Luling LA as requested by Mary & Neal Clulee.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this reclassification from W-1 and R-1B to C-3 at 10743 Hwy. 90 and 10763 Hwy. 90 and adjacent lots (Tracts A & B), Luling LA as requested by Mary & Neal Clulee.

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR 2010-01 requested by Mary & Neal Clulee for a change of zoning classification from W-1 and R-1B to C-3 at 10743 Hwy. 90 and 10763 Hwy 90 and adjacent lots (Tracts A & B), Luling LA. Council District 2.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Approval

Mr. Booth: The next item on the agenda is PZR-2010-01 requested by Mary & Neal Clulee for change in zoning classification from W-1 to C-3 at approximately 3.08 acres in Lot 1 of Tract "A" (10783 Hwy 90) and also at approximately 1.1 acres in Lot 1 of Tract A (10763 Hwy 90) and also at approximately 3.5 acres of the Balance of Lot B in Lot 1 of Tract "A" (10669 Hwy 90) and from R-1B to C-3 at Lot A-1 in Lot 1 of Tract "A" (10743 Hwy 90) all in Section 37 T13S-R21E, shown on a survey by Roland P. Bernard dated 9/25/98 in Luling, LA. Council District 2. Ms. Marousek.

Ms. Marousek: As you mentioned the site actually affects 4 pieces of property as the addresses that you discussed that are noncontiguous in nature. As with all rezoning applications, the staff evaluates 3 criteria that's outlined in the zoning code. The staff evaluated this criteria and found that it met criteria #2. Three of the subject properties are currently zoned W-1, Wetlands District. Of these properties, 10783 Hwy 90 is currently developed with two residential trailers; the property at 10763 Hwy 90 has been used for commercial purposes and is currently being utilized (along with a portion of 10743 Hwy 90) as a temporary construction job site related the Western Tie-In US Army Corps of Engineers Levee project; and, the property identified as the Balance of Lot B is undeveloped. Wetland delineation reports were not submitted with the application. Any future development on any of the lots encumbered with wetland areas will be required to meet all permitting requirements through the US Army Corps of Engineers and the LA Department of Natural Resources.

Lot A-1 addressed as 10743 Hwy 90 is zoned R-1B, Residential (that's the one piece that is zoned for residential). As indicated above, this property has been utilized in conjunction with 10763 Hwy 90, as part of a temporary construction site related to the levee construction project. In going through the analysis, staff does feel that this meets the elements related to the second criteria which is that the proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare. More specifically that access to Hwy 90 will not cause a burden to the general street system. Hwy 90 in this vicinity does not have transportation capacity issues. Therefore, undue congestion to streets and traffic access will not be created as a result of this rezoning action.

Any future development of the property would be required to meet the requirements of the Health Department for private sewer treatment because public sewer does not exist in this area of the Parish. However, water is available to accommodate the site and would be available for C-3 commercial uses. Drainage would not be significantly affected although any future development with commercial uses would be required to meet the parish's standard for drainage. The use of 10763 Hwy 90 has been commercial in nature; while development on 10783 Hwy 90 consists of two mobile homes. The surrounding land use and character of the area is vacant with the exception of the adjacent two existing houses and the vacant single family lot. Development along the Hwy 90 corridor to the west is commercial in nature and developed to C-2 and C-3 uses. In that area, residential development often abuts the commercial development to the rear. However, broad-scale commercial and residential development along this particular stretch of Hwy 90 has not occurred, most likely due to environmental constraints.

Although it is not ideal to place commercial development adjacent to single family residential uses the proximity to Highway 90 should be noted. Additionally, the C-3 regulations anticipate the mixture of commercial and residential uses and provide for buffering requirements. Any future commercial development on Lots A-1 and the Balance of Lot B would be required to meet those buffering requirements.

Since this area is largely undeveloped, there is not an oversupply of commercially zoned property in the vicinity. Therefore, staff recommends approval.

Mr. Booth: Thank you ma'am. This is a public hearing for PZR-2010-01 Mary and Neal Clulee for a change in zoning classification from W-1 and R-1B to C-3 at 10743 Hwy. 90 and 10763 Hwy. 90 and adjacent lots of Tracts A & B. Anyone here to speak in favor of this motion, please come forward and state your name and address for the record.

Mary Clulee, 221 Evelyn Drive, Luling, La. My husband and I own the property, he bought it ten years ago. We have no immediate plans to change any uses, that are currently on the property. We're just trying to get the zoning in compliance with its current use.

Mr. Booth: Anyone else here to speak in favor, please step forward. State your name and address for the record please sir.

Phil Dufrene, 392 Marcia Drive, Luling, La. The Clulee's requested me to do an evaluation of their request for the rezoning. I measured it against the criteria that is established in the zoning code and I found that they more than adequately meet most of the requirements and I would say that the property should be rezoned. Thank you.

Mr. Booth: Anyone else here to speak in favor of this particular item, please step forward. Anyone here to speak in opposition to this item, please step forward. Please state your name and address for the record please.

Frank Matherne, I live at 10707 Hwy. 90, Luling. I have quite a bit to say. I'm not used to speaking in public, so please bear with me. I've heard people say, even today, that Neal Clulee has the right to do whatever he wants, it's his property. You buy a car and it does 160 mph, does it give you the right to drive 160 mph? If they would have bought commercial property, I believe that he would have the right to do commercial activities. We say that we want to save wetlands, I don't think we want to save wetlands unless it's somewhere else. Do we really want to save wetlands? Just some thoughts I have. Borrow Canal, St. Charles Parish's last undeveloped waterfront properties. Protected by a \$1 billion hurricane protection levee, built by the Army Corp of Engineers, the gateway to the best freshwater fishing in south Louisiana. People are coming from all over, the Bass Master Classic was held last year. St. Charles Parish is about to build a million dollar marina that same waterway. Unfortunately Hwy. 90 wetlands will develop. Are we going to let political and politics influence us? Let truck stops stay in the areas, junked cars stacked up because that's the way we've always done in the past? I'm not against commercial property, I'm against C-3 property that doesn't have a plan. Millions of dollars are spent at marinas all over Louisiana and most of the country. It's right here in our back yard. When I bought my property, my wife told me that there was no way in hell that she would live here. But I had a vision of what this property could be, not what I saw. Sometimes you have to step on some toes to do the right thing. It's not always easy. Our President said during his campaign, yes we can. I believe that this property can be developed in a way that can make our parish proud, campsites, boat shops, boat launches, all we need is some vision. The future is today, what do you all see? November 9th, I called Shelley Tastet, our Councilman, came by the Planning & Zoning Director about Neal, our Commissioner's illegal use on residential property. They told me that Neal says his property is commercial and he could do whatever he wanted to. Even if Neal's property was commercial, he wasn't in compliance, I don't think he had a buffer zone, a 6 ft. fence or any greenery which the parish code provides. November 20th, my wife and I went to Planning & Zoning and had the zoning looked up, made copies to bring to Kim's office, it was residential. I believe that was his first lie. She then told me that Neal said the Army Corp took his property. December 10th, I spoke with Jerry Spore with South East Louisiana Flood Protection Authority, he told me that Neal made this deal with Phylway, but Phylway had to follow parish guidelines, so that was a lie. The Army Corp did not take his property. Neal lied and defrauded Planning & Zoning and led them on a wild goose chase. Neal is a St. Charles Parish Commissioner, who deliberately broke Planning & Zoning laws, the very laws as a Commissioner he is suppose to uphold. December 11th, I called my Councilman at Large, Terry Authement, to let him know what Jerry Spore had told me. The reason I called Terry is because when I asked Shelley to go back and check the zoning on Neal's property, Shelley told me that Neal says his property was commercial and that was good enough for him. So Terry called VJ to let him know what Jerry had said. December 15th, I called VJ to see what was going to be done, he told me that Neal has to comply with zoning, you have my word on that. It wasn't until January 25th, Neal received a letter from the parish telling him to comply. He has to move the two construction trailers and any fueling tank to lot 10763. Neal hasn't made any attempts to move anything. Is he above the law? Or is the law just for the little people of our parish? In 2004, Neal and Mr. Bernstein received notices to tear down their buildings that were falling down and no longer in use. Mr. Bernstein followed compliance, paid to have his torn down and removed. It took 6 years to get our St. Charles Parish Commissioner to comply. I don't believe he deserve to be sitting in the seat of judgment when he himself refuses to obey parish guidelines and laws. This isn't the kind of leadership we need in our parish. If Neal didn't want a residential lot, he didn't have to buy one, nobody twisted his arm. If living along Hwy. 90 is such an error, why did he clear wetlands for his son Dominick to live on. He didn't think it was an error then, he didn't clear it for Phylway Construction or any C-3 activity, he cleared it for his son to live on and I don't think he's going to make him move to do

his activity over there. In 2006, Mr. Bernstein wanted to make residential lots with a frontage road, boat launch for his lots, but politics and political favoritism shut him down. People stop at my home all the time just to ask how can they buy property here. I have to tell them that I'm sorry there just isn't any available. I believe buying a lot, building a home, spending most of your life paying for is important. It shouldn't be a game played by politics and political favoritism. VJ, our Parish President, himself told me more than once how lucky I was to be able to live here. He says I wish I could live here. Why did the Army Corp decide to put the levee on the other side of the canal? Why? Because of this small tract of residential property and the people who live here. The only other zoning is wetlands. They spent thousands and much longer to build. They thought that residential lot as important. Most subdivisions are 130 to 150 in depth, we have 375 ft. for a frontage road. There are many homes along Hwy. 90. Otto Candies has one, Victor Matherne, the Autins, the Mires, the Dufrenes, Stanley Hebert built one just 4 years ago. I know that Neal has some dirty laundry and he needs it cleaned, he wants you to do it for him and he wants you to do it tonight. Money, power anything can be justified. March 2nd, I car ran into the back of a Phylway dump truck, a doctor was killed, Tuesday, our first fatality, but here we are in front of Neal's property, no cones, no flagging, playing Russian roulette with public safety. Another place for trucks getting on and off on Hwy. 90. When Phylway gave me a letter to stay away from their work areas, especially children, I didn't have any idea that it would be next to my home, I wasn't concerned. Neal has people that live on a houseboat on that lot, I see children playing in the yard. He put Phylway right in the middle of where people live without any regard for his neighbors. All this for one man's personal gain. Neal has a pile of dirty laundry, his history shows he can't be trusted. He lies to the very Commission he serves. He deliberately broke zoning guidelines and when told he had to comply he pays no attention. Now he would like to be awarded C-3 property. Can't be trusted on residential property.

Mr. Booth: We need you to wrap this up, you have 2 more minutes sir.

Mr. Matherne: I'm asking this Commission to deny Neal Clulee's application for rezoning to make him accountable for his actions by removing all activities off of residential property to the property zoned wetlands, prove to the Commission and the people of this parish that he can be trustworthy and accountable. Until he can prove this, how can you justify awarding commercial property. You might as well open the jail cells, let everyone out because there is no justice in the system. No one should be accounted for their actions. Thank you very much.

Mr. Booth: Thank you sir, is there anyone else to speak in opposition to this matter, please step forward and state your name and address for the record please.

Rickey Dufrene, 213 Laurel Court, Luling. I am the adjacent property owner to the residential lot. I oppose the rezoning of the property for basically very similar reasons. I have a right up on it that I will submit for the record. I'm not going to read it, I would like to submit some photos. Basically a little background, 3 years ago, this Commission decided to approve a further residential development of the area, the Parish Council approved it, Neal sat on this very Council (Commission) he owned the property next to it and voted on it as well as brought up in the Planning Commission meeting minutes, basically some objections to the property. I find that it is a huge conflict of interest considering that he owns the property next to it and have commercial plans for that property. We went through a process with the Corp of Engineers, we didn't know if we were going to lose our property or not. Basically, the deciding factor, the recommended alignment was alignment #2, which would have ran the levee right there along Hwy. 90. We're the little guy and the Army Corp thought it important enough that the human factor was an element in their decision and a part of the environment that they chose to move to levee alignment #3, they also thought enough of the sportsmen in the area, that levee alignment #3 also made better sense. So being along that stretch, we were the only thing impeding the best engineering sense to the levee, it highlights the importance that the Corp and the federal government is taking towards the residency of people along these projects, pathways or right of ways. Basically some thoughts, I know that we are here only because they want to get this property into compliance. Basically during these last 4 months they had started this levee project, my primary concern was that I was about to begin a residential home project on my lot which is legal and what it was approved for. Next to me now I have basically a truck driveway with probably several hundred tons of limestone dump, a drainage canal basically dug under the driveway that is draining under my property. I have had some damage and complete disregard from the trucks on my property. Obviously I'm not going to make that investment under these

circumstances. As I stated I know that we are here for that reason, for the very reason that they want to get this property into compliance. I don't know Neal and I don't want to attack his character, because there was some middle ground to be made here between us, the fact is communication is a two way street and neither one of us chose to travel down that road. I do want to highlight the behavior as a Planning and Zoning Commissioner and that's an appointed official, it always ruins public trust when the very people who sit as judge and jury over decisions of this magnitude chose to violate it. It's residential property, it was mislead at the beginning as commercial property and basically when we filed that complaint, we basically tested the enforcement system of our code, that test failed. We're 4 months later, commercial work continues to occur, with no business or occupational permit, basically unpermitted work along the highway. As my father in law stated this does add another truck entry way onto the highway without appropriate crossing. There are u-turns being made on this highway. The highway is dangerous enough anyway and we know that it's going to be dangerous during this project. I don't think within a two mile span we really need another access point on the highway. I would urge you to oppose this development, I also think it's worth noting that there would have been 5 more residential lots, but these lots were denied and would have been a use pattern established and basically, the veto of approval by the Council and this Commission was taken because I believe the reason given was title inundation, but yet less than a year later, the very same Parish President that set the veto, also approved the subdivision of South Lakewood subject to the same title inundation that we are subject to there. This levee project is going to expose and make these subdivisions on the south of Lakewood and Mimosa and Willowdale more vulnerable now. Displacement, I can't say with exact fact what the amount of displacement that this levee is going to cost, but I do know that where St. Charles Parish has some of its worst flooding problems is in the south part of Mimosa Park and Lagattuta area, I believe that is going to get worse with this levee. My point is that the same concern that denied a past permit that met all provisions is the same reason that did not get used in passing another subdivision. I believe it's political favoritism and basically in St. Charles it's the made men and the breakfast club that decides these things. What I am asking the Commission to do is when you got somebody that violates the law and sits as judge and jury, you can't condone or support this type of behavior and it erodes public trust. We just have to look at our neighbors for what violations and government can get you in the way of your government and your involvement in government. That's all I have to say.

Mr. Booth: Thank you sir. Is there anyone else here to speak in opposition to this issue, please step forward? The Planning & Zoning Commission has received correspondence from Joseph Bernstein and Douglas Shornstein, also an e-mail from Paul Egle', all of these are in opposition. Anyone else here to speak on this issue? Seeing none the public hearing is closed. Any Commission discussion?

Mr. Foster: I would just like to point out one thing, it isn't this Board that enforces code violations or code regulations, we don't do that. We do what we feel is best for the Parish of St. Charles, not for one or two landowners. If we feel that St. Charles Parish will benefit by this, then we vote that way. If we felt that they didn't then that's the way we would vote. I personally would vote just because I know Neal or he sits on this Board. I'm not going to say that there wasn't any political goings on in this parish with this piece of property, but it didn't come from here and it won't. Thank you.

Mr. Booth: Thank you Mr. Foster. Yes sir.

Mr. Becnel: Ms. Marousek, I would like the Department to try to clarify a number of statements that Mr. Matherne made, that I would like to get the actual view of the Department. Is it residential? Was it deemed to be commercial? Was it done intentionally or not? Did the Corp take the property? Mr. Matherne mentioned a number of other things and I would like to clarify whether some of those accusations or statements were in fact, fact.

Ms. Marousek: I didn't bring the violation file with me, but it did initiate in my department some time right before Thanksgiving as a complaint that came in from Mr. Matherne of the use going on, on the residentially zoned piece of property. Actually if you look in your packets, the map that is on the back of the staff report, that has the hashed out lines that shows the property. The piece in question is addressed as 10743 and it is currently zoned R-1B and the piece of the property that is just to the west of it that sits along the canal is the piece of property that has been basically historically utilized as commercial, there's been construction trailers on and off the site,

the piece just to the east of that, that use that Mr. Clulee initiate really kind of took up the two pieces of property. There was a driveway that the trucks were utilizing, that extended onto the 10743 piece of property. Initially it did take the parish some time to try to figure out if this was something that was part of the Corp levee project and it took us some time to determine whether or not we needed to obtain permits from that or if it was part of the Corps project which would have been exempt. So somewhere towards the end of December I guess, we found that it was not something that was part of the property that was appropriated by the Corp, so it wasn't part of their right of way and that was the time when the determination was made that in fact that it did need to obtain permits from the Department for the use. So I sent a letter to Neal, I want to say sometime in January 22nd, where I outlined 3 options for him to come into compliance. One option was to move all of the commercial use onto the property that was historically commercial, the 10763 piece, the other was to get in the current zoning, I determined that he could locate the driveways access with a special permit use and if he would have moved some of the commercial parts of the operation on the other piece of property or his third option was to rezone the property to C-3 or higher zoning to accommodate the use that had started. That was the sequence of events. At the time Mr. Clulee received the letter, he made the application to rezone the property that was available to the next Planning and Zoning Commission meeting.

Mr. Becnel: Additionally, one other question, Mr. Rickey Dufrene mentioned something, apparently there were 5 applicants for residential properties that probably were all filed before I sat on this Commission, but were they denied because of these environmental constraints that perhaps have impeded additional development in this area?

Ms. Marousek: I think that the application that Mr. Dufrene was referring to was a rezone application in 2006 for the Bernstein property which is located to the east and that was approved and vetoed. To be honest with you, I don't know all the details about what transpired through that process but, it ultimately was not approved and the veto was sustained.

Mr. Becnel: Thank you.

Mr. Booth: Any other Commission discussion? Yes Mr. Gibbs.

Mr. Gibbs: Ms. Marousek, how long has this property been in its present state? Being used the way it's being used? Is there any way of knowing how long it's been in this present state?

Ms. Marousek: Which piece of property? The one's zoned R-1B?

Mr. Gibbs: Yes.

Ms. Marousek: All I know is from the point in time when I went out there in late November, was when I realized that piece of property was being utilized in conjunction with the levee project. I think probably Ms. Clulee could give you better history of the property itself. I don't know beyond that.

Mr. Booth: Ms. Clulee can you help us with that.

Ms. Clulee: Ten years ago when we bought this piece of property, we bought the entire tract of land here, minus the 4 lots that were sold to the Matherne family. So we bought everything around it except those 4 lots. The previous owner had rezoned 5 lots on this tract of land, the Matherne's bought 4 lots and we bought everything else. So what's presently going on, on the property is pretty much both. When we bought the property, there was a barroom at the front of this commercial property which has since been torn down. That's one of the buildings that Mr. Matherne was talking about. The only thing it's been used for in the last 10 years basically is construction office trailers for jobs that have been going on either with the diversion and now it's levee construction. Other than maybe a few camper trailers or something when people were staying there.

Mr. Gibbs: About how many people do you guys employ?

Ms. Clulee: We don't employ anybody, it's leased out to the companies that had to find a place to install their office trailer, while their construction operation was going on in the vicinity. There is no construction on that property. The Corp of Engineer requires that you put a trailer

for their inspector to come from time to time. So they put an office trailer for them and they put one for the Corp of Engineers people. This one time since Phylway actually has two Corp jobs going, they had to put a second office trailer there, because the Corp required a second trailer, since there is a second job for their inspectors to come to.

Mr. Gibbs: Is the Corp of Engineers leasing from you guys?

Ms. Clulee: No Phylway is leasing.

Mr. Gibbs: Phylway, ok.

Ms. Clulee: But the Corp requires that the contractor provide an office trailer for their inspectors.

Mr. Gibbs: Alright.

Mr. Cochran: Ms. Marousek, this portion of Hwy. 90, what are we looking at as far as the new Comprehensive Planning, that's going to be all commercial?

Ms. Marousek: You know we really haven't got to stage of the land use plan yet to really be looking at what our future plans are for that section of Hwy. 90, down the road, obviously this is part of the I-49 corridor, although in this section, I think the plans call for it to be elevated.

Mr. Cochran: I know going up and down Hwy. 90, it's all commercial and then we're talking about putting a boat launch there which I think is going to spur commercial development as well. Thank you.

Mr. Booth: Anymore Commission discussion? If not, please cast your vote.

YEAS: Foster, Dufrene, Wolfe, Booth, Gibbs

NAYS: Becnel

ABSENT: Clulee

Mr. Booth: That goes to the Council. That will be at the April 5th Council meeting, this is a recommendation and the approval will have to come from the Council.

**St. Charles Parish
Department of Planning & Zoning**

**LAND USE REPORT
CASE NUMBER: PZR-2010-01**

GENERAL APPLICATION INFORMATION

- **Name/Address of Applicant:** Application Date: 1/28/2010
Mary & Neal Clulee
221 Evelyn Drive
Luling, La 70070
(985) 785-8667
- **Location of Site:**
A portion of Lot 1 of Tract "A" (10783 Hwy 90) is approximately 3.08 acres; a portion of Lot 1 of Tract "A" (10763 Hwy 90) is approximately 1.1 acres; Lot A-1 (10743 Hwy 90) is approximately 1.4 acres; and the "Balance of Lot B" in Lot 1(10669 Hwy 90) is approximately 3.5 acres. All properties are located in Section 37, T13S, R21E and are shown on a survey by Roland P. Bernard dated 9/25/98 in Luling, LA, Council District 2.
- **Requested Action:**
Rezoning three lots from W-1 to C-3- addressed as 10783, 10763 and 10669 Hwy 90
Rezoning one lot from R-1B to C-3 - addressed as 10743 Hwy 90

SITE-SPECIFIC INFORMATION

- **Size of Parcel:**
A portion of Lot 1 of Tract "A" (10783 Hwy 90) is approximately 3.08 acres; a portion of Lot 1 of Tract "A" (10763 Hwy 90) is approximately 1.1 acres; Lot A-1 (10743 Hwy 90) is approximately 1.4 acres; and the "Balance of Lot B" in Lot 1(10669 Hwy 90) is approximately 3.5 acres.

Total acreage to be considered is approximately 9.08 acres
- **Existing Zoning and Land Use:**
Zoning: W-1, Wetlands District and R-1B Single Family Residential (10,000 SF minimum lot size)

Existing Land Use: 10783 Hwy 90 is developed with two residential mobile homes; 10763 Hwy 90 has been used for commercial purposes; 10743 Hwy 90 is vacant/ partially utilized for temporary construction job site related to levee project; 10669 Hwy 90 is vacant.
- **Surrounding Land Uses and Zoning:**
Property to the north across Hwy 90, to the west of 10783 Hwy 90 and to the east of 10669 Hwy 90 is vacant. Property to the east of 10743 Hwy 90 and to the west of 10669 Hwy 90 is developed with two single family residential units and contains one vacant single family lot.
- **Comprehensive Plan Specifications:**
Maintain and encourage the residential character and encourage controlled commercial growth.
- **Utilities:**
Parish sewer is not available.
Parish water is available.
Drainage improvements as deemed necessary with future development.
- **Traffic Access:**
US Highway 90

APPLICABLE REGULATIONS

Appendix A, Zoning Ordinance, Section IV.9:

Rezoning Guidelines and Criteria: Before the Planning & Zoning Commission recommends or the Parish Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:

- a. Land use the same as, or similar to that existing on properties next to, or across the street from the site under consideration.
 - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
 - c. Consideration of changes in land value, physical environment or economic aspects, which tend to limit the usefulness of vacant land or buildings.
2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:
 - a. Undue congestion of streets and traffic access.
 - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
 3. The proposed zoning change is in keeping with zoning law and precedent, in that:
 - a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

ANALYSIS

The St. Charles Parish Zoning Code sets forth provisions for zoning district amendments. Three criteria must be evaluated in light of the rezoning request. There should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met.

Three of the subject properties are currently zoned W-1, Wetlands District. Of these properties, 10783 Hwy 90 is currently developed with two residential trailers; the property at 10763 Hwy 90 has been used for commercial purposes and is currently being utilized (along with a portion of 10743 Hwy 90) as a temporary construction job site related to the Western Tie-In US Army Corps of Engineers Levee project; and, the property identified as the Balance of Lot B is undeveloped. Wetland delineation reports were not submitted with the application. Any future development on any of the lots encumbered with wetland areas will be required to meet all permitting requirements through the US Army Corps of Engineers and the LA Department of Natural Resources.

Lot A-1 addressed as 10743 Hwy 90 is zoned R-1B, Residential. As indicated above, this property has been utilized in conjunction with 10763 Hwy 90, as part of a temporary construction site related to the levee construction project. Lot A-1 was rezoned as part of an approximately 7.25 acre rezone from W-1 to R-1B under Ordinance 97-3-6.

Planning Department staff analyzed the requirements for a rezoning application and found the proposed application meets the elements related to the second criteria:

The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare.

Undue congestion of streets and traffic access.

Access to Hwy 90 will not create a burden to the general street system. Hwy 90 in this vicinity does not have transportation capacity issues. Therefore, undue congestion to streets and traffic access will not be created as a result of this rezoning action.

Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.

Any future development of the property would be required to meet the requirements of the Health Department for private sewer treatment because public sewer does not exist in this area of the Parish. Water is available to accommodate the future development of the subject property to a commercial use consistent with the C-3 zoning district. Drainage in the area would not be significantly affected by the development of the subject properties to commercial uses. Any future development would be required to meet the on and off site drainage requirements of the permitting process. Commercial development of the properties would not affect schools, parks or other public facilities. Therefore, the rezoning of the subject properties would not create an overburdening of public facilities.

Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.

The use of 10763 Hwy 90 has been commercial in nature, while development on 10783 Hwy 90 consists of two mobile homes. The surrounding land use and character of the area is vacant with the exception of the adjacent two existing homes and the vacant single family lot. Development along the Hwy 90 corridor to the west is commercial in nature and developed to C-2 and C-3 uses. In that area, residential development often abuts the commercial development to the east. However, broad-scale commercial and residential development along this particular stretch of Hwy 90 has not occurred like those areas further to the west mainly due to environmental constraints.

Although it is not ideal to place commercial development adjacent to single family residential uses the proximity to a major arterial highway should be noted. Additionally, the C-3 regulations anticipate the mixture of commercial and residential uses and provide for buffering requirements when those uses are adjacent. Any future commercial development on Lots A-1 and the Balance of Lot B would be required to meet those buffering requirements.

An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.

Since this area is largely undeveloped, there is not an oversupply of commercially zoned property in the vicinity.

DEPARTMENTAL RECOMMENDATIONS

Approval

February 10, 2010

TO: Ms. Kimberly Marousek, Director
St. Charles Parish Dept. of Planning & Zoning

FROM: Phil Dufrene 

RE: Case PZR 2010-01

Mary & Neal Clulee have retained my services to review and address the rezoning criteria established in the Zoning Ordinance in relation to their petition to rezone. Attached is that list of criteria, and my evaluation of this rezoning request as it pertains to the criteria.

In summary:

- I fully believe that Mr. Clulee's change of zoning petition meets the established rezoning guidelines as well as the spirit of the Comprehensive Land Use Plan for the parish, and;
- Because of the protection to be afforded by the hurricane protection levee along that section of Hwy. 90, the time has arrived to determine the type of future development that will be best suited for that area, and;
- The parish's Comprehensive Land Use Plan generally recommends that future development of properties along major highways should be of the commercial or light industrial nature. I believe this to be a normal planning recommendation in most communities throughout the state, and;
- I feel that the rezoning to R-1B of properties abutting a 4 lane federal highway was done in error and that the error should not be perpetuated by denying future commercial zoning requests. Section VI.B.[III].3 of the Zoning Ordinance specifically restricts R-1B zoning to local or collector streets and;
- Section VI.C.[IV].3 of the Zoning Ordinance specifically requires that C-3 development be along arterial streets or other high-traffic transportation corridors.

If you have any questions, please contact me at your earliest convenience. I will be at the Planning Commission meeting on March 4, 2010 to address any questions that the commissioners may have in regard to this correspondence.

Attachment: Factual proof that rezoning petition meets rezoning guidelines

Rezoning Guidelines and Criteria: Before the Commission recommends or the Council rezones property, there should be reasonable factual proof by the proponent of a change that one or more of the following criteria are met:

1. Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the proponent's property and adjacent property. Reasonableness is defined as:

a. Land use the same as, or similar to that existing on properties next to, or across the street from the site under consideration.

Evaluation:

The majority of land along Hwy. 90 between the Davis Diversion Bridge and the Parish line is undeveloped and zoned "W". A very small portion was rezoned to R-1B—too small to declare that a land-use pattern has been established. The Comprehensive Land Use Plan generally recommends throughout the parish that future development adjacent to major transportation corridors be commercial and/or light industrial.

b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.

Evaluation:

Property located south of Hwy. 90 is relatively shallow in depth precluding the development of residential subdivisions that can meet St. Charles Parish Subdivision Regulations. Section VI.B.[III].3 of the Zoning Ordinance restricts R-1B zoning to local or collector streets. Hwy 90 is a 4 lane federal highway with a traffic count of over 15000 vehicles per day and is considered an arterial street.

c. Consideration of changes in land value, physical environment or economic aspects which tend to limit the usefulness of vacant land or buildings.

Evaluation:

Highway Commercial (C-3) development is the highest and best use for the property abutting Hwy.90. With the new hurricane protection levee being constructed south of the property, this land will be protected in the near future, placing the property in a more advantageous position for development.

2. The proposed zoning change, and the potential of a resulting land use change, will comply with the general public interest and welfare and will not create:

a. Undue congestion of streets and traffic access.

Evaluation:

The property abuts Hwy. 90, a 4 lane divided federal highway, the future I-49 corridor.

b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.

Evaluation:

Commercial facilities developed in the future will probably be required to handle their sewerage with a treatment facility on the property. Federal, state & local agencies will probably determine where drainage is to run. Commercial development should have only minimal impact on schools, parks, etc.

c. Land or building usage which is, or may become incompatible with existing character or usage of the neighborhood.

Evaluation:

Property is open, undeveloped land abutting a major federal highway. A very small portion of property located on the south side of Hwy. 90 has been rezoned to R-1B. In retrospect, this property probably should not have been zoned R-1B. In keeping with the Zoning Ordinance and the spirit of the Comprehensive Land Use Plan, the property should have been zoned C-3 Highway Commercial and the property owner(s) then could have applied for a Special Permit to use the property for residential purposes. (Section VI.C. [IV].c.2 of Zoning Ordinance)

d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.

Evaluation:

There is little development along this section of Hwy.90. However, this is a prime area for future commercial activity.

3. The proposed zoning change is in keeping with zoning law and precedent, in that:

a. It is not capricious or arbitrary in nature or intent.

Evaluation:

There is a definite purpose and intent for requesting the rezoning—to accommodate present day commercial activity associated with construction of the hurricane protection levee and for future commercial development.

b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.

Evaluation:

The neighboring properties are fairly large tracts of land and the owners should be able to continue to enjoy their property. Any commercial development adjacent to residential use will require the installation of fencing and buffer zones; and, it will not create any more noise or congestion than already encountered by highway traffic.

c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.

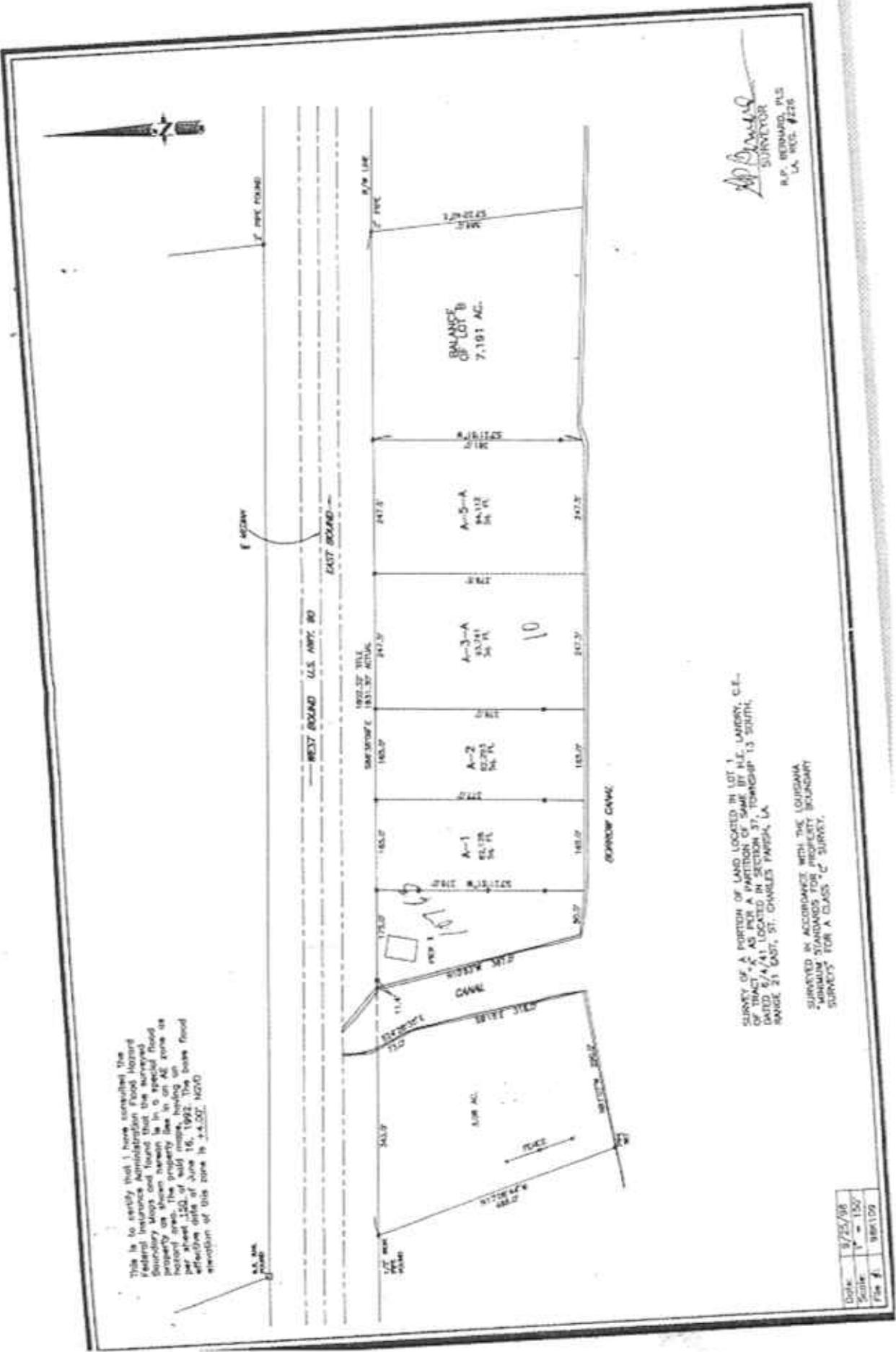
Evaluation:

A very small portion of property along Hwy. 90 between Willowdale Blvd. and the Parish line has been zoned R-1B, too small to say that a zoning/land use trend has been established.

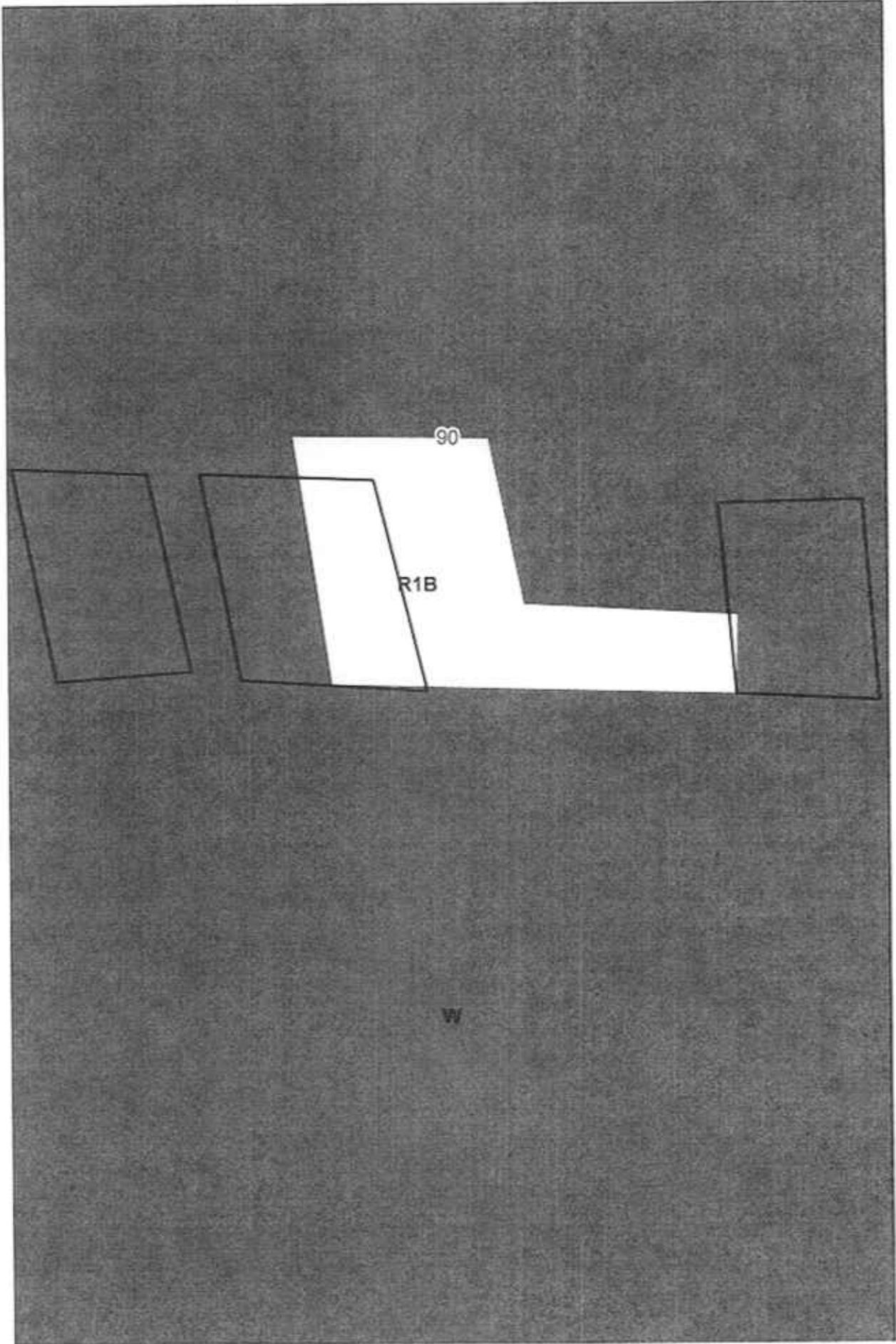
d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

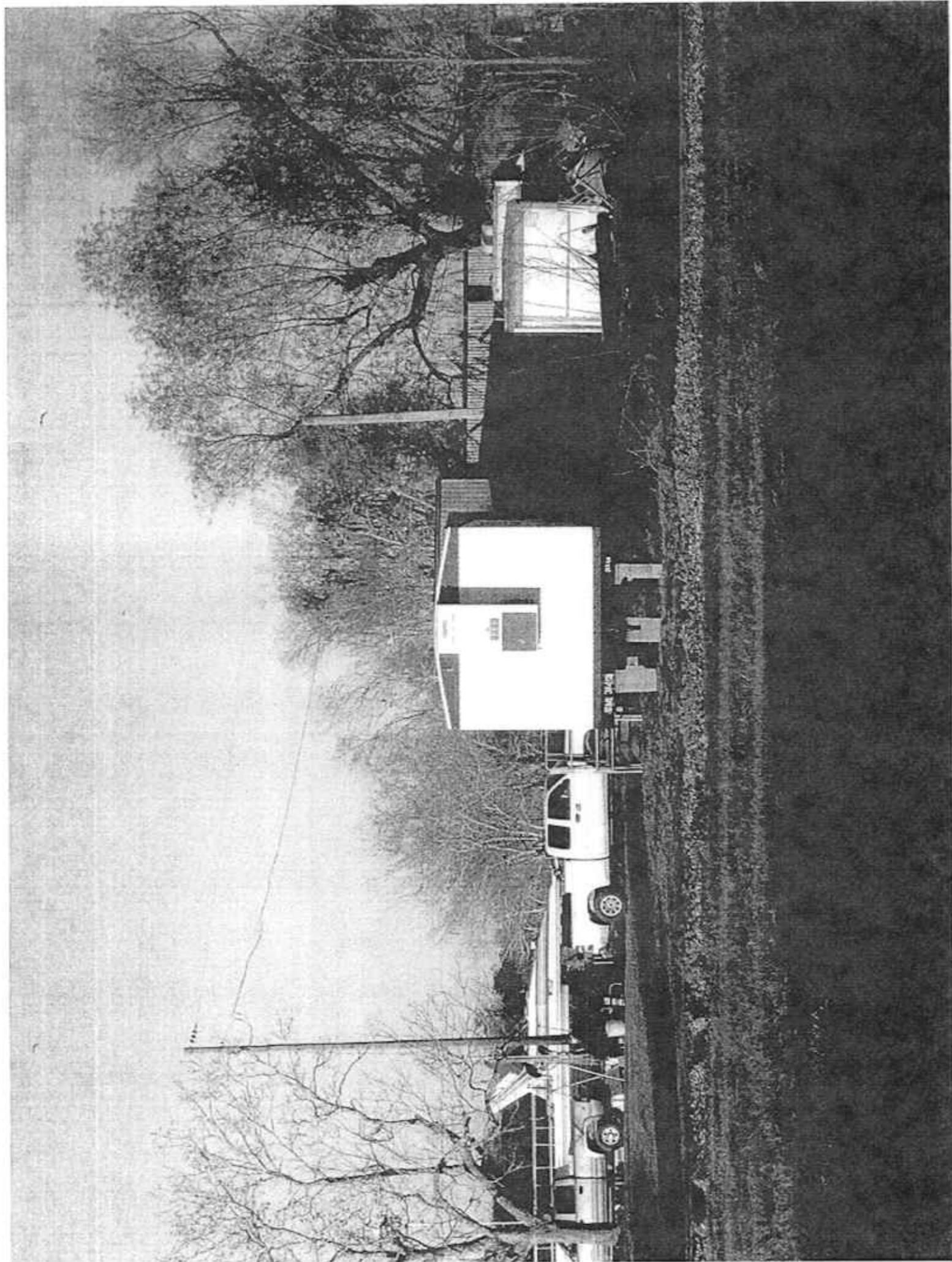
Evaluation:

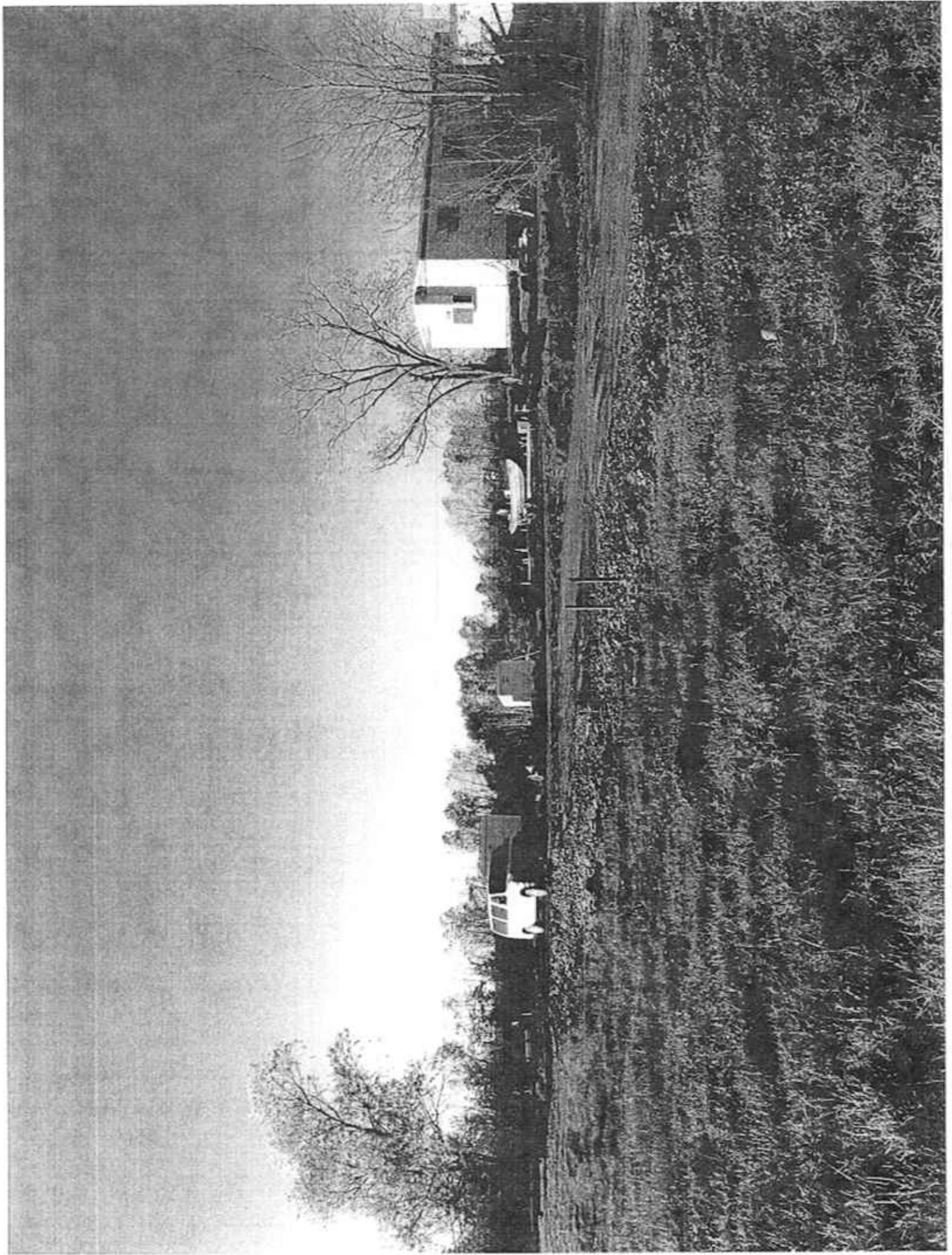
The Comprehensive Land Use Plan for the Parish generally recommends that future development along most arterial transportation corridors in the parish be commercial and/or light industrial. I would submit that residential zoning on properties abutting major highways would be a spot zone and should be discouraged.

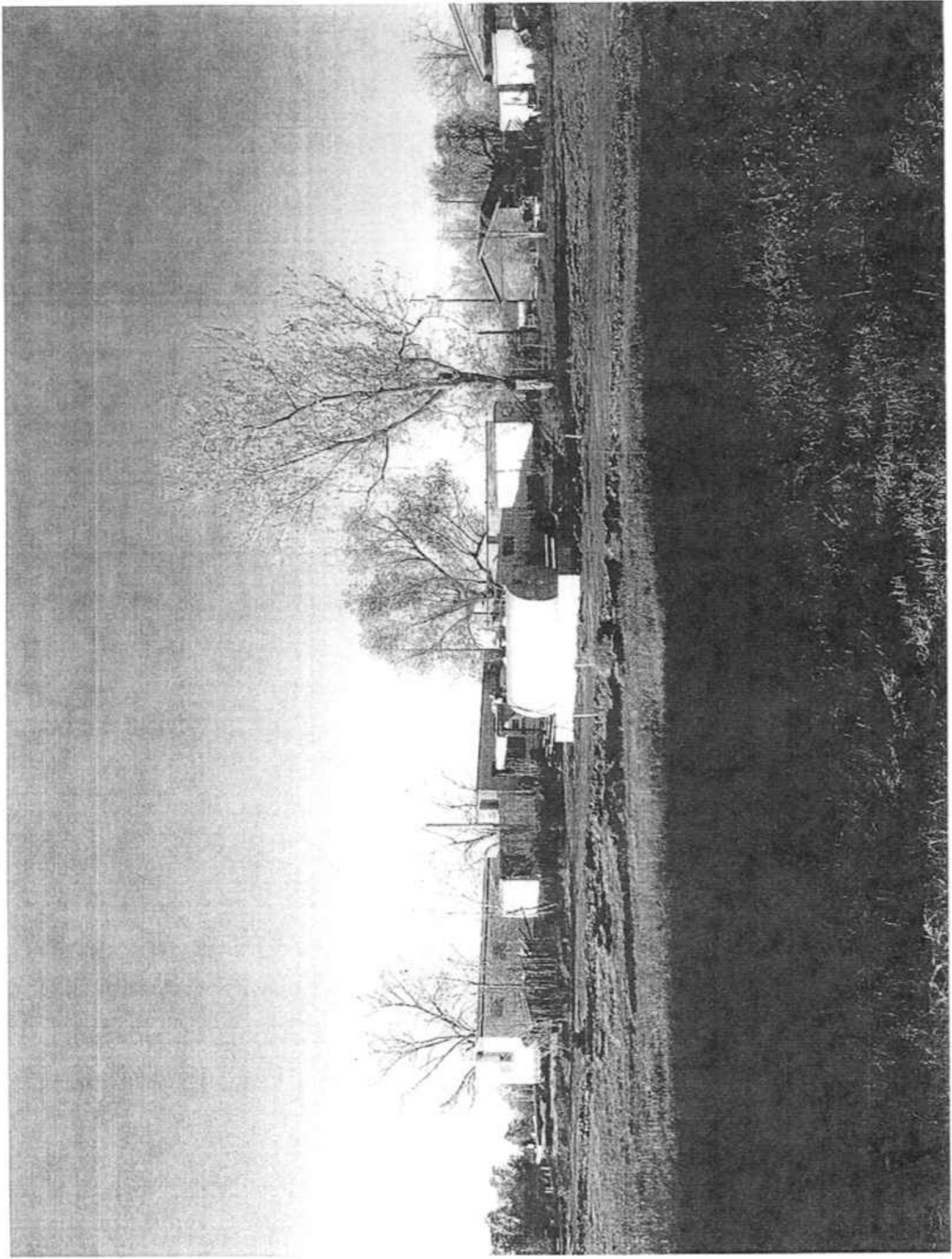






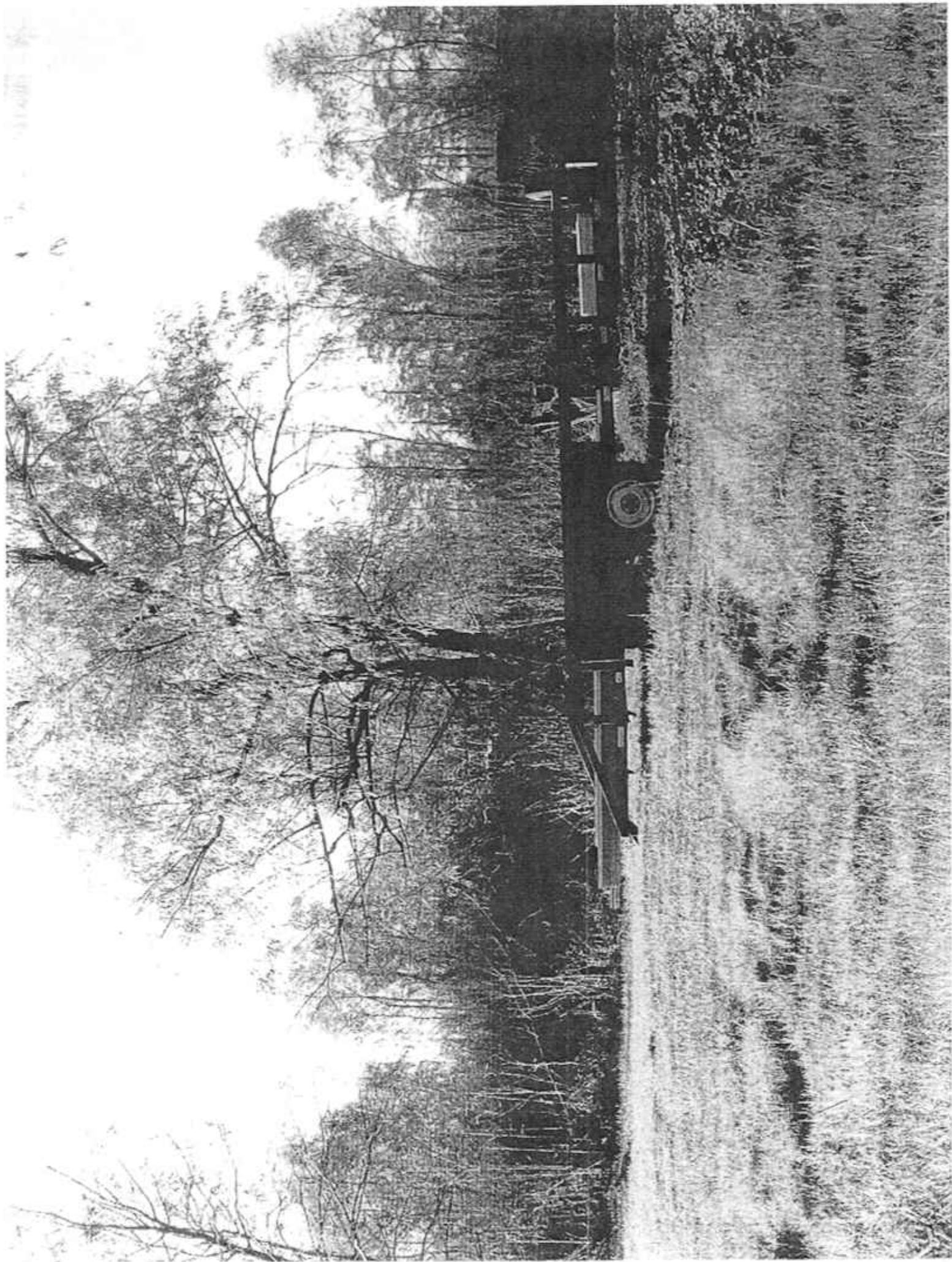






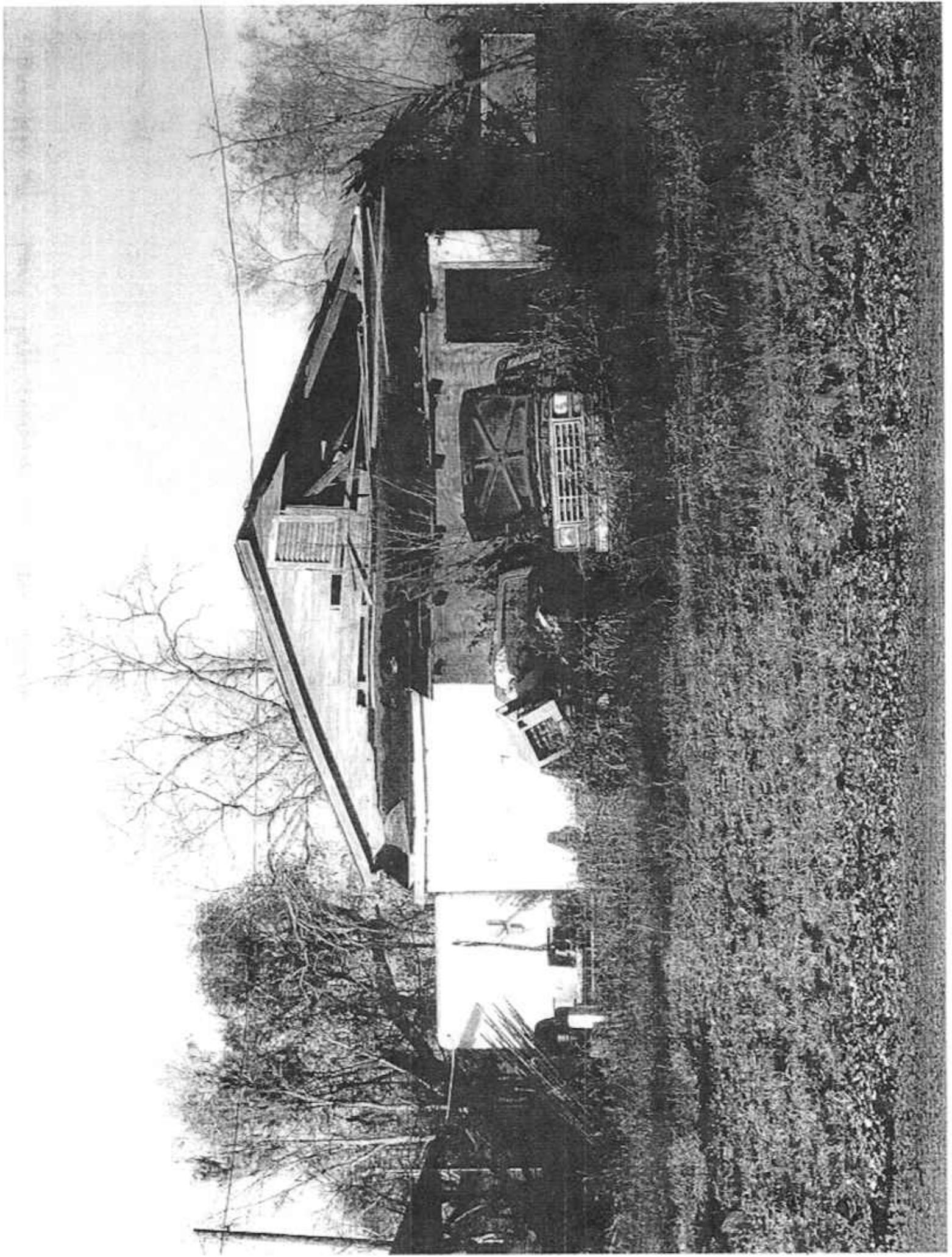


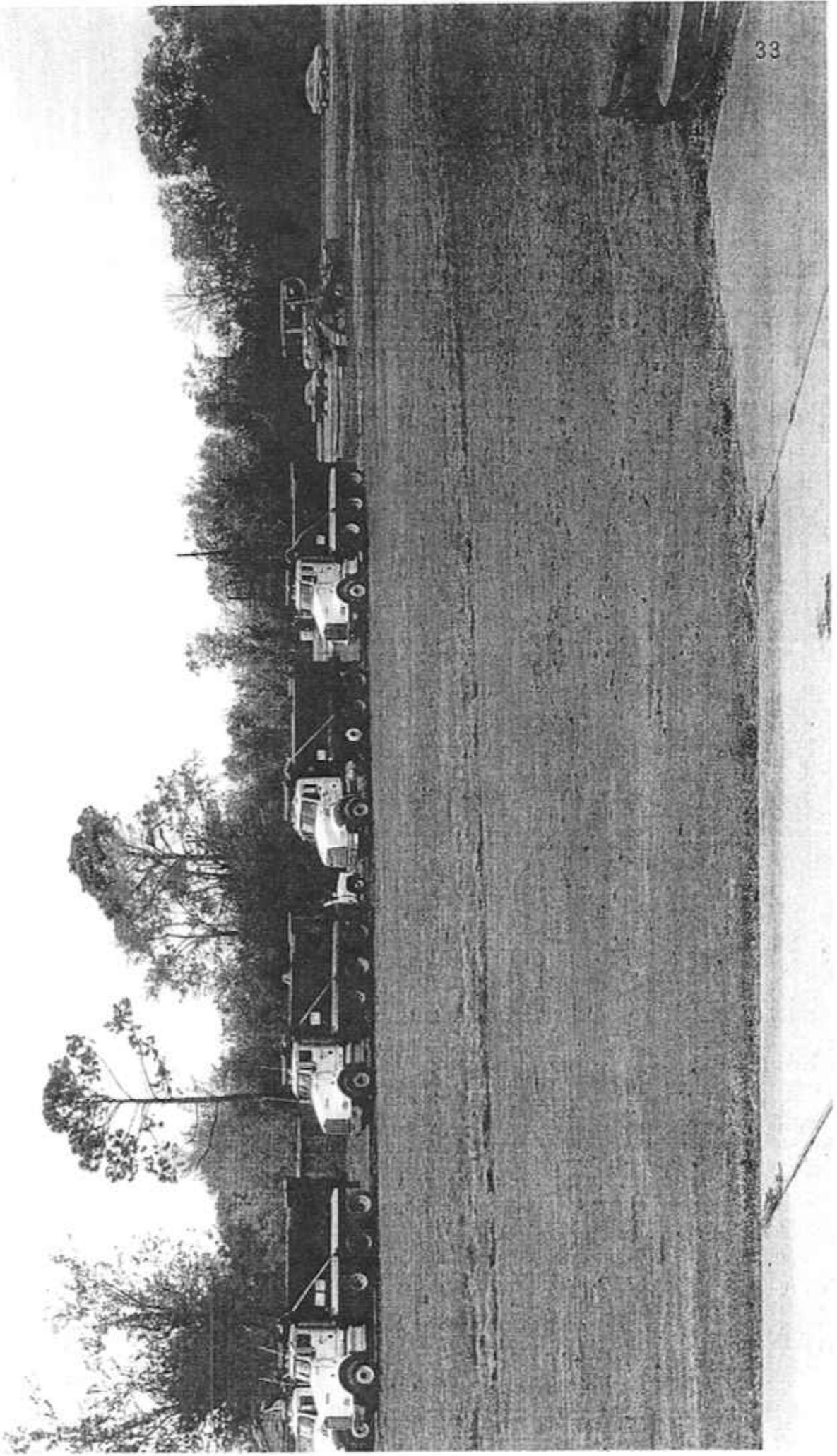














Kimberly Marousek

From: Egle' Jr, Paul (PA) [PAEgleJr@dow.com]
Sent: Thursday, March 04, 2010 5:51 PM
To: Kimberly Marousek
Subject: Planing & Zoning Letter.doc

Dear Parish Counsel or Planning and Zoning Commission,

My name is Paul Egle'. I am the resident at 10681 Hwy 90 Luling LA. I am a born and raised resident of ST. Charles parish who lives next to one of the properties Neil Klooley is trying to rezone as commercial and I appose this rezoning. The main reason I bought and built my home in this location was to get away from the commercial build up that has been taking place in St. Charles Parish. I don't believe rezoning any of this land along HWY 90 will benefit anyone except Neil Klooley. I have read paper work for the request of the rezone and don't understand the logic. In this paper work I believe it states about the prime location along Hwy 90. My understanding is that Hwy 90 will be I 49 in the future and from all models I have seen this will be an elevated road way with no off ramps between Avondale and Lake Wood drive in Luling. Explain to us how this will be prime suited for commercial grow. Their will be very little traffic on the two lane road that will be under the overpass. All so I have seen no plans or statements with Neil's intended use of this land. I do not think this land should be rezoned with out a plan or a list of future plans as to why he wants to make these properties commercial. I believe the main reason any of this has been brought about is because Neil did not follow the correct path to obtain permits for the construction work taken place on a piece of residential zoned land and another property zoned as wetlands. The preexisting construction work taken place (as listed in the request for rezoning papers) on one of his residential properties was not preexisting before Nov. of 2009. This property was modified with no intention of being rezoned, until it was brought to the Parishes' attention by the local residence and even then it seemed the Parish tried to turn a blind eye. Several attempts were made to bring this to Planning and Zonings attention and nothing was done for months. I could go on about how disappointed I am in my parish but I will leave it at that. This land is being used as commercial land wrongfully by a member of the zoning committee. I would think Neil of all people would know the rules. Apparently he knows how to work the system. I was told that the reason the construction equipment was not moved off of residential land was because the zoning committee did not feel the need to slow down the work on the levee. Well, the Corps of Eng. already had another location picked and this new location could have been getting prepared for the movement of equipment and trailers that are located on the residential land. This would have caused no delay. I get the feeling that the Zoning commission is catering to their friends needs and not the residence that have to live next to fuel tanks, dump trucks, contractor trailers, and workers urinating next to their trucks on residential zoned property. This has all taken place while my 12 year old daughter and her cousins are playing outside.

All so, this sight that is residential and being used as commercial is a major hazard to the people traveling on Hwy 90. It provides one extra place for these huge dump trucks to enter and exit the road. I am sure every one has herd about the death that happened on Tuesday morning 3/2/10 when a vehicle ran into the back of one of these dump trucks. Providing more locations for trucks to enter and exit the hwy will not do any good, but limiting there access and providing safety features can possibly stop this tragedy from happening again. I appose the rezoning of not only the land next to my home but to all the land that is being proposed. I hope the Zoning Commission can look at this rezoning through the eyes of a concerned citizen and make the reasonable choice.

DOUGLAS F. SCHORNSTEIN1811 Timber Heights Drive
Indianapolis, IN 46280-1565home (317) 846-8470
Cellular (317) 753-5662
justdoug@sbcglobal.net

March 4, 2010

Kim Marousek-Director
St. Charles Planning & Zoning Department
FAX (985)783-6447

The notice of February 19, 2010 of a hearing to be held on March 4, 2010 for the rezoning of certain property along U.S. Highway 90 in Section 37, T13S, R21E, to change classification from W-1 to C-3 has been received. I represent the owners of the Schornstein property, a portion of which is adjoining the portion of the Clulee property. Unfortunately, none of the Schornstein owners can be present at the meeting and the Commission is requested to red this opposition into the record.

None of the property in the immediate area is zoned as Highway Commercial as most lots are zoned as W-1, wetland district and one R-1B, single family detached district, and the several properties that are being utilized are used as residential. C-3 authorizes uses ranging from retail manufacturing to public stables to barrooms and off-track betting casinos, all to be implanted within ever-disappearing scenic wetlands.

The situs of this land will form the basis for the proposed Interstate Highway 49 corridor, although present plans indicate that the highway will be elevated. Considering the wetlands terrain, it does not seem that there will be significant "in-depth" development so with traffic being particularly transient, business places at ground level will suffer dramatically from lack of economic support and will be abandoned. The author is aware that Mr. Clulee is a member of the Zoning Commission and was operating a commercial business on a residential lot that is now being sought to be re-zoned.

Accordingly, the Schornstein family objects to the re-zoning application filed by Mr. and Mrs. Neal Clulee since it is not for the highest and best use of this property.

Sincerely,

Douglas F. Schornstein-family representative
Mark T Schornstein
Katherine A. Conflenti

Print

From: Joseph Bernstein (joelou1@bellsouth.net)
To:
Date: Tue, March 2, 2010 2:15:54 PM
Subject: Hearing on PZR-2010-01 by Mary & Neal Clulee for Re-zoning

Kim Marousek, ACIP
Director
St. Charles Parish
Dept Of Planning & Zoning

As interested property owners in the area of the property which is the subject of this request we would not be willing to condone having this request being approved without some knowledge of its intended use. We had previously wanted to have our property re-zoned to allow the development of residential lots. We had a re-zoning application to have our property approved for such lots. The council approved it and the ordinance was vetoed by the then president of the Parish.

We are still pursuing those goals for our property. This is in keeping with the use that other landowners have made of their property in the area.

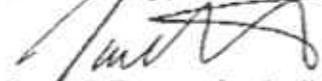
If it is re-zoned commercial we are concerned the use for residences would be adversely impacted by granting the application to be heard in March 4th.

It is reasonable and proper for affected landowners to be informed of what use will be made of the re-zoned property requested by this application.

I would like this letter to be made part of the record of these proceedings.

Thank you for your co-operation

Yours truly,



Joseph Bernstein, individually and on behalf of:
Lohil, LLC and Konotop, LLC

<http://us.mg203.mail.yahoo.com/dc/launch?.partner=sbc&.gx=1&....> 3/2/2010

Dear Parish Counsel or Planning and Zoning Commission,

My name is Paul Egle'. I am the resident at 10681 Hwy 90 Luling LA. I am a born and raised resident of ST. Charles parish who lives next to one of the properties Neil Klooley is trying to rezone as commercial and I appose this rezoning. The main reason I bought and built my home in this location was to get away from the commercial build up that has been taking place in St. Charles Parish. I don't believe rezoning any of this land along HWY 90 will benefit anyone except Neil Klooley. I have read paper work for the request of the rezone and don't understand the logic. In this paper work I believe it states about the prime location along Hwy 90. My understanding is that Hwy 90 will be I 49 in the future and from all models I have seen this will be an elevated road way with no off ramps between Avondale and Lake Wood drive in Luling. Explain to us how this will be prime suited for commercial grow. Their will be very little traffic on the two lane road that will be under the overpass. All so I have seen no plans or statements with Neil's intended use of this land. I do not think this land should be rezoned with out a plan or a list of future plans as to why he wants to make these properties commercial. I believe the main reason any of this has been brought about is because Neil did not follow the correct path to obtain permits for the construction work taken place on a piece of residential zoned land and another property zoned as wetlands. The preexisting construction work taken place (as listed in the request for rezoning papers) on one of his residential properties was not preexisting before Nov. of 2009. This property was modified with no intention of being rezoned, until it was brought to the Parishes' attention by the local residence and even then it seemed the Parish tried to turn a blind eye. Several attempts were made to bring this to Planning and Zonings attention and nothing was done for months. I could go on about how disappointed I am in my parish but I will leave it at that. This land is being used as commercial land wrongfully by a member of the zoning committee. I would think Neil of all people would know the rules. Apparently he knows how to work the system. I was told that the reason the construction equipment was not moved off of residential land was because the zoning committee did not feel the need to slow down the work on the levee. Well, the Corps of Eng. already had another location picked and this new location could have been getting prepared for the movement of equipment and trailers that are located on the residential land. This would have caused no delay. I get the feeling that the Zoning commission is catering to their friends needs and not the residence that have to live next to fuel tanks, dump trucks, contractor trailers, and workers urinating next to their trucks on residential zoned property. This has all taken place while my 12 year old daughter and her cousins are playing outside.

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Rickey & Traci Dufrene
213 Laurel Court
Luling, LA
March 4, 2010

RE: St. Charles Planning and Zoning Case Number PZR -2010-01

I oppose the rezoning of the subject properties to commercial property C-3.

I'd like to talk a little on the background of the property. The decision for rezoning was made in 1997 by the Parish and the evaluation questions as to the best use for the property remain relevant today. This stretch of property was mostly unimproved at the time and undesirable due to the decline and condition of the Pier II establishment next to it. My family bought this property and with a lot of hard work and money, we opened up its potential. These lots were really one of a kind in our area and they struck a chord with many people who were looking for something similar because for a community that is surrounded by so much water, St. Charles Parish through its growth has really not done anything to aid in developing land that is waterfront property. On another note, there is a lack of subdivisions which consist of larger lot sizes like Millionaires Row and Magnolia Ridge.

The Davis Pond Diversion and its contribution to the area has only enhanced the appeal of this property and its potential as residential property. Taking a page from the diversion in Maurepas, the appeal and access to the waterfront has led to a major development of upscale homes and a considerable property and sales tax base for Livingston and Ascension Parishes. This was the original plan from the Parish when this land was rezoned into residential lots in the 90's. These are the types of residents that Parishes hope to attract, which usually contribute to the community and don't detract from its resources. From these types of developments, meaningful commercial developments take place, which supplies or serves a community interest. Without the intent or any proposed plans for the property's use, we are left to assume that the commercial purpose for this rezone request is solely to bring his current illegal use of the property into compliance. Is this really what the parish recommends for this stretch of highway and this one of a kind resource? I've attached some photos of the condition of the subject property and you can see from these pictures the type of commercial development that you are being asked to recommend really serves no community purpose and is certainly not best use of the land and its location.

I've also attached an invoice and some quotes for a residential home project I was about to begin before the illegal use of the neighboring lot stopped me. I wasn't going to make such a large investment without any protection from the Parish. You see, the Army Corps had proposed taking this stretch of highway and our property for completion of the Western Tie in levee— the same levee work that is now taking place across the waterway. This was alternative #2 for the levee alignment, and its important to note that this is a Jefferson Parish protection levee that is running through St. Charles, it is not for our

residents protection with the exception of Ama. The irony in this situation is that the Parish opposed levee alignment #2 also, and the central argument against alignment #2 was that it would displace and financially harm its residents and would preclude any further development along Hwy 90 and this newly prized waterway. Since we were the only thing of value along the highway on this stretch and the human element is considered an environmental factor by the Army Corps, levee alignment #3 was chosen instead. So it was because of us that the levee is not being constructed along highway 90 right now. This decision was the catalyst my wife and I had been waiting for to complete design and began the building process of our home. This design took a lot of effort and we sank significant capital in it both financially and time wise. If you had told us then that we would be here today and that the Parish's idea of developing this waterfront had included a junkyard, then we certainly would have fought for a legal taking of our property and just compensation instead of losing use, enjoyment, and value of our homes.

The second reason to deny this request is that it rewards behavior by the applicant which has been unethical, immoral, and possibly illegal. The Parish has stated in its evaluation of the property that the residential property in the area is too small a sample to be considered a defined use. However, this doesn't get at the reasons for there not being more residential properties or homes along the diversion waterfront. Four years ago, a landowner filed an application to make 5 more residential 1-acre lots further to the east along the waterfront and was approved by the planning commission and the Parish council. Neal was a member of the P&Z commission and voted Nay on this zoning case. He is on the record as stating his belief that this property should have commercial designation and questioning the flood awareness of the property. Certainly, his opinions are part of the debate, but the fact that he owned property directly next to the proposed rezone and his opinions for its use were in sharp contrast with the zoning case made this a HUGE conflict of interest to cast a vote. Even though this case met approval at all stages, Albert Laque vetoed this case and his wording for the reason is strangely similar to those of Neal Clulee on record in the commission meeting. These 5 lots certainly would have established a zoning pattern and best use recommendations had been established by P & Z department along the diversion waterway. This would've sped up further development of this stretch, but it seems the Breakfast Club wouldn't allow it. Another blunder in this whole thing is that less than 1 year later, a massive small lot box development in South Lakewood was approved by this Parish President with none of the same concerns. For those of you familiar with our area, you know that South Lakewood is at risk of the same tidal inundations as the subject property along the diversion, however these concerns were never raised in this case. Ironic considering most of the residential flooding in our area occurs on the southern edge of Lakewood, Lagatutta, and Mimosa Park. I've attached meeting minutes, a copy of the veto letter, and the South Lakewood resolution for you to view.

The reason we are here today is because we complained about the current illegal use of the residential property as a staging ground for the levee project. As I touched on earlier, the Corps is currently constructing the Western levee along alignment #3. During the Corps process and while waiting for an alignment decision, Neal was served for

violations on one of the subject properties and there is a long rap sheet of visits and letters by the Planning & Zoning department. The basic response to the Parish was that he was waiting on a decision from the Corps on an alignment before making the investment to tear down the structure. This is reasonable given the uncertainty. However, once the decision was made on an alignment, Neal continued the charade with the Parish on the Corps acquiring his property. Eventually, he made a private arrangement for use of his property in violation of its zoning with a contractor for the Corps project, Phylway. After consulting the head of SE Louisiana Flood Protection which has responsibility over the project, we found out the use of Neal's property was not sanctioned by the Corps or its land procurement division. This contractor had land provided by the project for its trucking operation and storage further to the west of Neal's property. In fact, in a letter I have attached, the Flood Protection authority states that the land procurement procedure is never intended to cause misuse or conflict with zoning laws and ordinances.

This is when the administration and the enforcement of our zoning ordinance was tested and failed mightily. Our complaint was filed on Nov 20 and a violation letter was not delivered to Neal until late the last week of January. During this time, the residential lot was transformed into a parking lot complete with fuel tanks and unpermitted trailers. The specific character of the lot was changed illegally to something resembling an industrial worksite and certainly not the character or residential property. I warned P& Z in emails that their inaction by allowing the work to continue was going to make this piece important to the goals of the levee. To note, this property is still in violation with the fuel tanks and trailers still located on the residential land in commercial use.

I also expressed safety concerns about having an extra truck stop along the highway without a crossing access for Hwy90. This is just an extra place where trucks have to get into the traffic flow on the highway and without the crossing, many times they stop to make U-turns. Unfortunately, a doctor from West Jeff whom my wife has worked with, died in an accident with a stopped truck just 1 mile from the subject properties. The extra lot has created an extra safety risk for everyone that drives that highway.

So doesn't it stand to reason if Neal is on the commission that he knows the zoning rules and requirements for all properties and doesn't it also stand to reason since he was using the Corps decision as a reason for inaction on his property violations, that he would have complied immediately with the Parish and its decision. As a matter of fact, being in his position wouldn't you think we would have had this meeting in October for rezoning or special permitting of these properties. I sure wouldn't have the grievance I have now. The residential nature of the property has been destroyed, I have suffered some financial loss in design of a home, a major loss in property value, as well as a loss of use of my property because I can not invest significantly with the uncertainty of what his intent is with C3 property. His project has caused damage and showed disrespect for my property as shown in some of the photos after he established his drainage onto my property and the trucks make huge ruts in my yard.

You see, being a politician whether elected or appointed makes you accountable to the people. Our system doesn't work well when politicians change the nature of their positions from one of service to self-service. You just have to read the newspapers to see the toll mistrust in government takes. One only has to look at Jefferson and St. John Parishes to realize that the population are fed up with their government and are blowing the whistle. Neal sits in judgment of others on their property zoning issues, yet manages his own affairs as if the law only applies to us. Imagine if our sheriff acted so cavalierly about drinking and driving. Now I don't Neal personally and maybe if I had, we could have met an arrangement without getting to this point, so I am not attacking his character, but instead asking you to examine his behavior. It is not trustworthy and shows a clear disregard for the same rules he applies to others.

Everyone on this commission should be upset at this behavior because it is a reflection of your jobs to the public. When this is reported and it will be, then this whole government will bear the stain for one mans actions. If you do not condone or support this type of behavior, then I am asking you to vote to reject the rezone of these properties. I have certainly established and proven with facts that the Parish had a land use established for the diversion waterfront and it was denied due to a conflict of interest and a meeting of the Made men in St Charles. I have also shown you the type of commercial development that is currently illegally taking place on our residential land and without a statement or any intentions, the members of this commission have to assume this is the intended use. A limestone and truck graveyard along a very valuable, soon to be protected waterway. I have raised legitimate safety concerns for vehicles on the highway with the addition of an unintended truck entryway and unfortunately they have already claimed a life. Finally, you shouldn't reward this behavior and disregard with a golden ticket to compliance after the 4 months or rule and law breaking.

Attachments:

- A. Rickey & Traci Dufrene Home planning for 10723 Hwy 90
 - 1. Hollingsworth Design invoice
 - 2. FOIA request and response with Army Corps of Engineers for foundation design
 - 3. Quote from Tyson Construction
 - 4. Quote from Levet Homes, LLC.
- B. Planning and Zoning Commission meeting minutes March 2, 2006
- C. Letter of veto from Parish President Albert Laque
- D. St Charles Parish Master resolution approving South Lakewood
- E. Phylway Construction letter
- F. St. Charles P & Z letter of zoning
- G. Southeast Louisiana Flood Protection Authority Letter
- H. Planning & Zoning violation history for 10763 Hwy 90
- I. Email exchanges from Rickey Dufrene and P& Z director
- J. P & Z violation notice to Neal Clulee
- K. Photographs of Residential Lot A-1 proposed for rezoning
- L. Excerpts of Appendix A St. Charles Parish Zoning Ordinance

HollingsworthDesign

tel. 504.247.3006
fax 985.307.0172

Hollingsworth Design

OFFICE
14524 Highway 110 West
Destin, LA 70047

PHONE
504.247.3006
985.307.0172

EMAIL
a.hollingsworth@me.com

WEB
www.HollingsworthDesign.com

Architectural Service Invoice

DATE
September 18, 2009

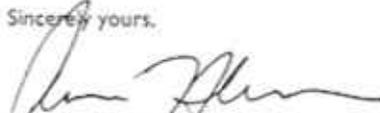
To: Rickey and Traci Dufrene
213 Laurel Court
Luling, LA

PROJECT TITLE: Dufrene Residence
PROJECT DESCRIPTION: New Residential Construction
PRO NUMBER: 0914
INVOICE NUMBER: 01078
TERMS: Remainder of the fee due upon receipt of this document.

DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
Architectural Service: Construction Documents	4209 sq.ft	\$ 0.85	\$ 3,577.65
Preliminary Paper and supplies	48	\$ 1.25	\$ 60.00
Retainer Paid 01.29.2009	1		\$ (1,574.00)
Total Due			\$ 2,063.65

This Architectural service invoice is for the construction documents for the desired project by the above owners. This proposed price is for 2 complete sets of construction drawings at the above rates. This invoice includes the Architectural Design by Hollingsworth Design, and the post tensioned foundation engineering by Coast Engineering services. This new residence will meet or exceed the local and state codes and guidelines for new construction, as laid out in the IRC 2006 as well as the WFCM for 130mph exp. B. This is the final invoice for this project, and work further will be handled by separate invoice.

Sincerely yours,


Baron Hollingsworth

PAID IN FULL
Check # 2785
H.H.

A.2

Rickey Dufrene

From: Rickey Dufrene [rdufrene2@cox.net]
Sent: Monday, June 29, 2009 3:48 PM
To: 'MVN-OC-FOIA@usace.army.mil'
Subject: FOIA - Western Tie-in #16, New Orleans district - Correction of address in a prior request

Rickey P. Dufrene
 213 Laurel Court
 Luling, LA 70070

(985) 785-2342 (h)
 (504) 330-2981 (c)

Regards,

I am writing a formal request to obtain data pertaining to the soil compaction studies performed along the Hwy 90 corridor in St. Charles Parish. The Army Corps contracted soil borings for compaction studies in 2008 for the Western Tie In project (IER 16). The location of the sampling would be from Alternative #2, which was not the chosen levee alignment. I am a landowner along the Hwy 90 corridor and the soil information will help me get an engineered foundation plan for a residential home project.

There was a soil boring taken directly on my property, which would be the preferred data. **My municipal address is 10723 Hwy 90 in Luling.** My land is adjacent to and directly west of Frank Matherne, whose address is 10707 Hwy 90. This is the only area along the proposed Alternative #2 alignment that has residential homes. I would be interested in any data obtained from these sites.

I would be willing to pay any document and handling fees associated with this request. I would like to be contacted if the total of these fees was to exceed \$100.

I have put together my request with the assistance of Alex Bruno and Fred Wallace in the New Orleans district.

Thanks in advance,

Rickey Dufrene

From: Rickey Dufrene [mailto:rdufrene2@cox.net]
Sent: Monday, June 29, 2009 2:25 PM
To: 'MVN-OC-FOIA@usace.army.mil'
Subject: FOIA - Western Tie-in #16, New Orleans district

Rickey P. Dufrene
 213 Laurel Court
 Luling, LA 70070

(985) 785-2342 (h)
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 9/22/2009

A.2

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Thanks in advance,

Rickey Dufrene

9/22/2009

TYSON CONSTRUCTION OF LA, LLC

Louisiana License 88540

P O Box 741

Luling, LA 70057

Phone 504-236-3838 Fax 985-783-1004

DESCRIPTION OF MATERIALS

Tyson Construction of LA, LLC, hereinafter referred to as Contractor, estimates total cost for construction for the proposed residence of **Rickey & Traci Dufrene**, hereinafter referred to as Owners, on their lot, more formerly known as Lot A-2, Section 37, 59 & 60, T-13-S, R-21-E, St. Charles Parish, Louisiana as **\$430,000.00**. This price is based on the plans as furnished by the Owners and drawn by **Aaron Hollingsworth**.

PRECONSTRUCTION:

Included:

- ◆ Permits
- ◆ Utilities and standard connection charges
- ◆ General Liability and Worker's Compensation Insurance
- ◆ Co-ordination of approval from Architectural Committee

Excluded:

- ◆ Construction Financing including closing costs and construction loan interest
- ◆ Plans and Specifications
- ◆ Appraisal
- ◆ Builder's Risk, Flood & Title Insurance
- ◆ Inspection and Engineering Fees
- ◆ Fill dirt for lot, inside forms & final grade

ALLOWANCES:

Brick (per thousand)	\$399.00
Flooring	18,700.00
Hardware and bath accessories	1,500.00
Cabinets - includes pull & knobs	18,500.00
Appliances	4,500.00
Shelving	2,000.00
Plumbing Fixtures	8,000.00
Lighting Fixtures (inc bulbs, door chimes, smoke detectors)	4,100.00
Front Door and Frame	3,500.00
Kitchen/Desk Countertops	6,600.00
Mirrors	1,250.00
Shelving	2,500.00
Final Grade (owners to furnish fill for final grade)	1,250.00
Ceramic Shower Stall	3,000.00
Shower Door - frameless glass	1,250.00
Driveway & sidewalks	10,000.00

Note: All allowances include installation cost and applicable taxes

Dufrene, Rickey P.

From: Rickey Dufrene [rdufrene2@cox.net]
Sent: Monday, January 11, 2010 3:47 AM
To: Dufrene, Rickey P.
Subject: FW: Proposal
Attachments: AllowancesDufrene.docx; CustomerGraniteSelections.xlsx; DescriptionofMaterialDufrene.docx; LightAllowanceDufrene.docx; MainSupplierList2.doc; ProposalDufrene.docx

From: Levet Homes, LLC [mailto:info@levethomes.com]
Sent: Wednesday, October 14, 2009 4:43 PM
To: rdufrene2@cox.net
Subject: Proposal

Hi Rickey,

I attached the proposal for the house. We did not include a Modad sewer system because we were not sure if you needed that or not. The price for the Modad is \$3,500 for an 800 gallon and \$2,600 for a 500 gallon. The pilings are \$23,755.00.

The house is priced without finishing the upstairs bonus room. Only the upstairs bath will be completed.

Both stand up showers are priced as ceramic custom showers. A fiberglass shower to fit the small bath by the laundry would be more expensive than the standard 3x4 fiberglass showers. Also, it would require glass on 3 sides which would be pricey too. So, it's actually cheaper to go with the ceramic. Also, the plans are showing that the shower in that bathroom is even with the vanity top. In reality the shower size is like 18 inches on the sides which is smaller than the depth of the cabinet beside it.

We priced your columns to be fluted aluminum with a white baked enamel finish not requiring painting. Since you have a post set first these aluminum columns will snap on over that. Your plans call for wood.

We included 75 ft for the electrical service. If it's not much more over 75 feet that's fine.

Feel free to call or email with any questions you may have.

Lisa Levet
Levet Homes, LLC
www.levethomes.com
info@levethomes.com
985.212.9356

1/11/2010



Phone (985) 212-9356
Fax (225) 698-6081
info@levethomes.com

Proposal for:
Rickey & Traci Dufrene

Date: October 14, 2009

Attachments Comprising the Proposal:
Description of Materials
Allowances Sheets

Levet Homes, LLC will build the home for Rickey & Traci Dufrene in St Charles Parish, according to plans and specifications and provide labor and materials specified on the attached detailed list of materials.

We agree to perform and provide the work in accordance with the above referenced specifications for \$332,274.00 including allowances set forth on the attachment.

We represent and warrant to the Owner that we are licensed to perform construction work in the state of Louisiana. Our license number is 86279. References for our work are available upon request.

Proposal good for 30 days.

PZR-2006-03 requested by Councilman Barry Minnich for an ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from W to R-1B at property located at 8.2 acres of vacant land at Bernstein Subdivision along Highway 90, Luling, La. Council District 2.

Councilman Barry Minnich spoke for the request. Councilman Minnich requested to change the zoning from W to R-1B. He stated that the area is very attractive and hasn't caused any negative impact. Councilman Minnich also stated that Mr. Bernstein has met the requirements of the parish and the department. He believes that it is the right thing to do. He stated that Mr. Bernstein wants to improve and use his property. Mr. Minnich feels it would be an improvement to the area.

Mr. Derveloy asked if this is the same property two meetings ago.

Mr. Minnich stated yes.

Mr. Poche questioned the issue with the wetland and the 404 application. He stated that he is having problems understanding it.

Mr. Minnich deferred to Mr. Friloux.

Speaking in favor:

Kevin Friloux, 110 Catherine Drive, Luling. He thanked Mr. Minnich for re-introducing the request. Mr. Friloux stated that the Corp wanted the property rezoned by the parish first. Mr. Lambert the former Director of Planning and Zoning wanted the opposite. The issue came before the Commission. Mr. Bordner had questions about wetlands. They applied for the 404 permit. The Council approved the resolution they went through the state and DNR and did everything they were asked to do. They reduced the wetland impact down to 2.1 acres. The parish has rezoned and resubdivided properties adjacent to it. A home adjacent to this property sold for \$400,000. Mr. Friloux stated that the highest and best use is not for property to sit vacant, that it can be utilized in a greater need by having home sites there. Mr. Bernstein and his family has been very generous, they've given property to the parish and to the state.

Mr. Poche asked if they went through the process and where does the application stands. Mr. Friloux stated they are waiting for the council to rezone the property, and the Corp is going to sign on the permit.

Mr. Poche wanted to know if they would be able to fill in the wetlands.

Mr. Friloux stated whatever the parish requires is what they are going to have to do.

Mr. Poche stated that was unclear at the last meeting.

Mr. Friloux stated that the front part would remain wetlands, between the highway right of way and the construction.

Mr. Poche stated that behind that would be the waterway.

Mr. Friloux stated that this is what the parish wants them to do.

Mr. Clulee stated that he saw the meeting and he believes the Council said get the 404 permit.

Mr. Friloux stated that before his client spends another dollar he wants to make sure that everything is done.

Mr. Clulee stated that personally he feels that Hwy. 90 should be commercial.

Mr. Bordner stated that it is reasonable to assume that if I have to put up \$15,000, that I would like to have some reassurance that things would be going favorably. Mr. Bordner stated that the only issues are entrances to and from Hwy. 90.

Mr. Poche stated that he had issues with the entrances also.

Mr. Matherne stated that part of the confusion is that there are 2 separate processes. In a major subdivision a delineation be submitted up front. What happens is every piece of property comes in a little wet and a little dry. In a case of a rezoning from W, we do ask for a determination and find out what it is. There was some confusion and there was no determination to tell us, when he got the determination in, he was told to get the 404 permit and they did that. They are at the draft permit stage. All the requirements have been met and you would get a permit as soon as the mitigation bank gives us the paper saying that everything is okay. He does not have the permit in hand. The only thing that stops him is the rezoning.

Mr. Poche stated that he does not have a problem.

Mr. Clulee stated that he has to get the 404.

Mr. Minnich stated that Mr. Clulee is right. He can't tell when they have objected and the Corp hasn't given a permit. The bottom line is the man has gone through the requirements and before he spends the \$15,000 he wants reassurance.

Mr. Friloux stated that what Mr. Clulee said is correct but it applies to navigational waters.

Mr. Clulee stated that the property is going to flood and they won't build it up high enough.

Ms. Charles asked that some of the property would be filled in and part would not be.

Mr. Friloux stated that the rear 140 ft. would be filled and the front part will be left in the natural condition.

Ms. Charles asked if the part that would be left wetlands would affect the neighbors.

Mr. Friloux stated no.

Paul Hogan, 101 Cadow Street, Paradise: Mr. Hogan stated that the applicant has jumped through the hoops. All requirements have been met.

Speaking in opposition

None

The public hearing was closed.

Mr. Romano gave the departments recommendation for approval.

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

YEAS: Wolfe, Derveloy, Bordner, Poche

NAYS: Charles, Clulee

ABSENT: Lambert

The rezoning was approved.



ALBERT D. LAQUE
PARISH PRESIDENT

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057

(985) 783-5000 • FAX (985) 783-5005

Website: www.stcharlesgov.net • E-mail: alaque@stcharlesgov.net

May 8, 2006

Hon. Brian Fabre, Chairman
St. Charles Parish Council
P.O. Box 302
Hahnville, LA 70057

Re: Veto of Ordinance No. 06-5-1

Dear Councilman Fabre,

On Monday, May 1, 2006 the Council approved Ordinance No. 06-5-1. The ordinance approved the change of zoning classification from W to R-1B even though this property is subject to frequent inundation by normal tidal exchange. Approximately two years ago, on June 7, 2004 the Council approved Ordinance No. 04-6-2, Kerry's Pointe Waterfront Community. Likewise, this property is subject to inundation from tidal exchange also. But that is where the similarities end.

In this post-Katrina era, we have all seen the substantial impact wrought on Louisiana, and particularly St. Charles Parish, from tropical systems as the storm surges generated threaten areas previously thought to be safe in years past. In fact, Hurricanes Katrina and Rita monumentally impacted our wetlands buffer. According to some published reports, these 2 storms did damage to our wetlands that would normally have taken 50 years to accomplish.

There was a great deal of discussion as to the ability of St. Charles Parish Government to ensure that future development at this location would be constructed to standards that would protect the investments and properties of the landowners. At this time, the parish is very limited as to what it can enforce in this type of proposed subdivision. Simultaneous to the writing of this correspondence, I am instructing the Planning and Zoning department to develop requirements governing allowed uses in this zoning classification so that our government has the necessary enforcement regulations to ensure the health, safety and welfare of our citizens, even those who develop in private subdivisions.

It is for these reasons that I have vetoed Ordinance No. 06-5-1.

I humbly request that the Council sustain my veto.

Sincerely,

Albert D. Laque
Parish President

Cc: Parish Council



St. Charles Parish
Master
Resolution No. 5426

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

File Number: 2007-0103 **File Type:** Resolution **Status:** Approved
Version: 1 **Introduced:** 4/2/2007 **Assigned To:** Parish Council
Reference: 08-0309
File Name: No objection to RJM Enterprises, Inc., MVN 2005-3129 EE, WQC #JP 050811-01, for a permit to clear, grade, and maintain fill to construct South Lakewood Subdivision
Requester: **Cost:** **Final Action:** 4/2/2007

Notes: Council Office never did receive from CZM (no quorum) - need recommendation

Title: A resolution authorizing the Chairman or the Secretary to offer no objection to RJM Enterprises, Inc., MVN 2005-3129 EE, WQC #JP 050811-01, for a permit to clear, grade, and maintain fill to construct South Lakewood Subdivision containing 85 single-family homes, roads, driveways, and sub-surface drainage, Willow Branch area, south of Louisiana Highway 90, adjacent to Peterson Canal and Lakewood Estates, Luling, in St. Charles Parish.

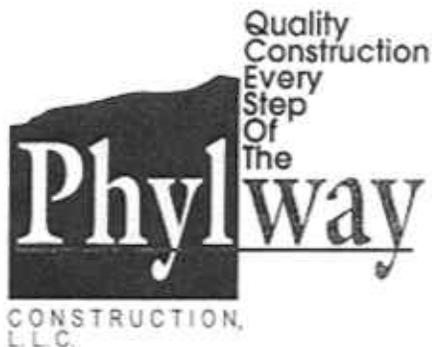
Indexes: Permits (Landfill); Lakewood - South Lakewood Subd., Luling

Sponsors: Albert D. Laque and Coastal Zone Management Section

Attachments:

History of Legislative File

Acting Body:	Date:	Action:	Sent To:	Due Date:	Returned:	Pass/Fail:
Parish Council	3/12/2007	Recommendation Request Fwd'd	Coastal Zone Management Section			
Parish Council	3/13/2007	Time Ext. Requested	Corps, DEQ			
Parish President	4/2/2007	Introduced				
Parish Council	4/2/2007	Approved				Pass
		Note: Reported: C Z M Section Recommended: No Recommendation				
Parish President	4/3/2007	Approved by the Par. Pres.				



November 1, 2009

NOTICE OF PENDING CONSTRUCTION IN YOUR AREA

The USACE (US Army Corps of Engineers New Orleans District) has contracted our company, Phylway Construction, for the construction of sand cell embankment including dewatering of the area south of the Outer Cataouatche Canal and Davis Pond East Guide Levee. The project will span a distance from the Davis Pond Freshwater Diversion Canal to Bayou Verret. This project will prepare the area for a second contract to construct the Western Tie In, which will link the Hurricane and Storm Damage Risk Reduction System to the Mississippi River Levees on the west bank of New Orleans.

The project starts in October 2009 with an estimated completion date by October 2010. Daily work on this project will begin at 6:00 a.m. to 7:00 p.m. on weekdays and on weekends when required by the construction schedule.

Construction will be performed according to the plans and specifications provided by the Corps of Engineers. Three canal crossings over the Outer Cataouatche Canal will be constructed to haul sand fill for the project. The Outer Cataouatche Canal will be closed to all boat traffic for the duration of the project. Access from Pier 90 to Bayou Verret will not be affected.

As with any construction project, children must stay clear of the work areas when we begin. Hopefully this letter provides adequate time to inform the neighborhood children regarding potential construction zone hazards and to avoid the active work areas. Should you have specific complaints about Phylway's work during this project, please contact one of the following representatives. We promise your call will be returned within 24 hours.

Safety Director	Michael Gautreaux	985-209-2200
Superintendent	Mike Alexander	985-637-5925
Sr. Project Manager	Jerome Benoit	985-446-9644 x 118
Construction Manager	Wayne Lundy	985-446-9644 x 113

Phylway Construction believes in safe and quality service every step of the way, both on the job site and within the communities in which we work. While we do not anticipate disruptions to your daily routines, we ask for your cooperation and patience for the duration of this project.

Sincerely,
PHYLWAY CONSTRUCTION, LLC

Phyllis Adams, Owner
446-9644 x 112
www.phylway.com

PO Box 1277 • Thibodaux, LA 70302
Office 985.446.9644 • Fax 985.446.8205

www.phylway.com

F.

985-783-5060
Kim (Planning & Zoning) 57



ST. CHARLES PARISH

DEPARTMENT OF PLANNING & ZONING

14996 RIVER ROAD • P.O. BOX 302, HAHNVILLE, LOUISIANA 70057

(985) 783-5060 • Fax: (985) 783-6447

Website: www.stcharlesgov.net

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

KIM MAROUSEK, AICP
PLANNING DIRECTOR

November 20, 2009

Mr. Frank and Regina Matherne
10707 US Hwy 90
Luling, LA 70070
Hand-delivered

Staff have researched the zoning history near your residence and determined that Lots A-1, A-2, A-3-A, and A-5-A are zoned R-1B. The surrounding property on all sides is zoned W-1.

Please call me with any questions.

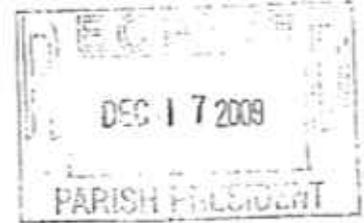

Marny Stein
Development Review Planner



7001 River Road, Marrero, Louisiana 70072
 (504) 340-0318 • FAX:(504) 371-6868 • www.sifpaw.org

December 16, 2009

The Honorable V. J. St. Pierre, President
 St. Charles Parish
 15045 Highway 18
 P.O. Box 302
 Hahnville, Louisiana 70057
 Dear President St. Pierre:



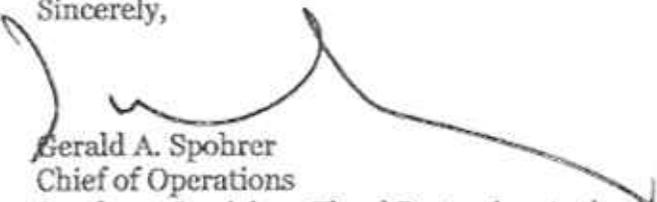
The purpose of this letter is to confirm our recent conversation in regard to a matter involving use of property by a contractor working for the U. S. Army Corps of Engineers, in construction of the West Bank and Vicinity Hurricane Protection Project, Western Tie-In, St. Charles Parish, Louisiana.

We had been advised by a member of your Department of Public Works of a situation where it appeared a Corps' contractor was operating outside of the project right of way. We requested the Corps investigate and report as to their findings. We have since learned the contractor has made arrangements with a landowner to use land adjacent to the right of way previously provided by the West Jefferson Levee District. We further understand use of this property as intended may be in conflict with St. Charles Parish.

As I explained during our conversation, we were not a party to this arrangement nor have we been requested by the Corps to officially provide this additional land. And, while we do not request St. Charles Parish waive any ordinances or zoning requirements we are requesting that as you investigate and resolve this matter that you do so in consideration of our mission to complete this project as soon as possible.

Should you wish to discuss this or any other matter please feel free to call me at (504) 371-6847.

Sincerely,



Gerald A. Spohrer
 Chief of Operations
 Southeast Louisiana Flood Protection Authority - West



St. Charles Parish

Department of Planning and Zoning

P.O. Box 302 / Hahnville, LA 70057

PHONE (985) 783-5060 FAX (985) 783-6447

V.J. St. Pierre, Jr.
PARISH PRESIDENT

Kim Marousek, AICP
DIRECTOR

INSPECTION REPORT

Complaint ID: 42470

Inspection ID: 16241

Inspections Initiated Date	<u>3/13/2007</u>	Case Number	<u>42470-07</u>
Council District	<u>2</u>	Inspector	<u>Mr. Chad M. Boudreaux</u>
Owner Information		Municipal Address	
<u>Mary & Neal Clulee</u>		<u>10763 Highway 90 Luling, LA 70070</u>	
		Lot:	<u>Lot 1, tract A in T 13 S R 21 E, less part sold</u>
		Block:	<u>and lot 1, tract B in T 13 S R 22 E</u>
<u>221 Evelyn Drive</u>		Subdivision:	
<u>Luling, LA 70070</u>			
<u>(985) 783-0808</u>		<u>10763 Highway 90 Luling, LA 70070 (old Barbarella's bar)</u>	

The property described above is in violation(s) of the St. Charles Parish Code as stated below:

Violation(s) Description

Chpt. 16, Art. III, Sec. 16-24, Tall grass, weeds, etc.

Chpt. 16, Art. IV, Sec 16-48(a)(4), Trash and Debris on property.

Chpt. 16, Art. IV, Sec 16-47, Unsafe structure that must be demolished and removed.

The property was inspected on these dates:

<u>Date</u>	<u>Inspection Finding</u>
12/8/2009	The only thing we cited Neil Clulee for was the barroom. If this is the only thing we cited him for, we can close this case. I will open a new case on all of the other structures. Close case and update Legal.
12/2/2009	The barroom has been torn down. The roof on the house behind the barroom still has the roof ripped open. The shed along the canal is still open to the elements. The boat shed is still collapsed in the canal. Update Legal with photo.
10/21/2009	The barroom's roof is still collapsing. The house behind the barroom has the roof ripped open on it. The shed along the canal is still open to the elements. The boat shed is still collapsed in the canal. Update Legal. Photos taken.
8/5/2009	The bar room's roof is still collapsing. The house behind the bar room's roof is ripped open. The shed along the canal is still open to the elements. The boat shed is still collapsed into the canal. Update Legal with photos.
7/17/2009	They have torn down the carport that collapsed. The barroom's roof is collapsing more. The boat shed is still collapsed in the canal. The house behind the barroom is still open to the elements. The shed is still open to the elements. Photos taken. Update Legal.
7/9/2009	I spoke to Neil Clulee, he reinstated that the Army Corps of Engineers is suppose to tear the blighted buildings down. He also stated that they are suppose to fill in the area where the old bar stands with sand. They are also going to put an office building there. Will monitor. Update legal.
6/25/2009	No changes have been made to the property. The bar's roof is still caved in. The house behind the bar has the roof flipped open. The carport in front of the trailer is still collapsed. The shed on the canal side of the road is still open to the elements. The boat shed is still collapsed into the canal. Update Legal with photos.
6/8/2009	There has not been any changes made to the property. The old bar still has a collapsed roof. The house behind the bar has a collapsed roof over the porch. There is a boat shed that has collapsed into the canal. There is a shed by the carport that has collapsed. There is also a shed which is open to the elements. Photos taken. Update Legal and request they send letter.
5/18/2009	There have been no changes to the property. The collapsed roof on the bar, the house and the carport still exist. The boat house is still open to the elements and the boat shed is still collapsed in the canal. There is an excavator on the property but it does not appear that he is using it to clean up. Update Legal to proceed with further legal action. Photos taken.
5/1/2009	There have been no changes made to the property. Update Legal with photos.
4/21/2009	Another letter from Legal to Wiley J. Beevers (Attorney) confirming that the Corp. has selected the southern alignment for the levee adjoining the property.
4/15/2009	No changes have been made to the property. Photos taken. Update Legal to proceed with legal action.



St. Charles Parish Department of Planning and Zoning

P.O. Box 302 / Hahnville, LA 70057

PHONE (985) 783-5060 FAX (985) 783-6447

V.J. St. Pierre, Jr.
PARISH PRESIDENT

Kim Marousek, AICP
DIRECTOR

INSPECTION REPORT

Complaint ID: 42470

Inspection ID: 16241

3/27/2009	No improvements have been made on the property. Update Legal with photos.
3/4/2009	Mr. Clulee came to the office. He agreed to start the demolition within 2 weeks. Advise Legal to hold.
2/27/2009	Legal Dept sent letter regarding the understanding the levee alignment will be south of the existing canal.
2/16/2009	The property consists 4 derelict buildings. The former barroom building has become derelict because of a collapsed roof and walls. Behind the derelict barroom are 3 smaller buildings consisting of a derelict house with a with a missing roof and 2 derelict sheds that are open to the elements because of a missing door and parts of the wall (one has collapsed). Property also contains trash and debris from the derelict buildings. Weeds and shrub are overgrowing the exterior of the derelict buildings. Update Legal with photos and pursue appropriate legal action.
1/29/2009	Inspected. Portions of the aged, unsafe building have collapsed. The structure is opened to the elements and is an attraction to vagrants. The structure is unfit for the purpose for which it may lawfully be used. Tall grass and weeds surround the structure. Update Legal with photos.
12/17/2008	The front of the building has collapsed. Tall grass and weeds have overtaken the structure. Proceed with Legal action. Photos taken.
7/21/2008	Neil Clulee has said he thought the Corp. would send a letter of intention any time. We will request that Judge Marino take no further action for the time being.
6/9/2008	There have been no changes to the building. They now have a mattress and box springs with a headboard in front of the building. The grass remains high around the building. Forward to Legal to file suit. Photos taken.
4/30/2008	There have been no changes to this location. Rhys stated that he had spoken to Neil and Neil stated that he would start this weekend on removing the structure. We will allow 30 days to start and if there is no progress we will send to Legal. Photos taken. RD 5/30/08.
4/21/2008	Letter signed for by Michael Clulee on 4-15-08. RD 5-15-08.
4/14/2008	Letter sent.
4/4/2008	Inspected, no action has been taken by the owners. The aged structure is exposed to the elements and the roof has collapsed on its North West side. Tall grass surrounds the structure and weeds have overtaken it. Photos taken.
3/25/2008	No action has been taken by the property owner to satisfy the violation. The dilapidated structure remains on the property, and high grass surrounds the structure.
3/7/2008	Inspected, no change in appearance of property. The public notice sign that was posted has been removed. Will monitor.
2/28/2008	Letter was received.
2/27/2008	Mailed first notice.
2/14/2008	Posted Official Notice Sign.
2/11/2008	11:39 a.m. Inspected, photos taken. The property contains a derelict structure. The structure is surrounded by tall grass and weeds exceeding 12 inches in height. The structure is open to the elements and is an attraction to rodent infestation. The roof of the structure has collapsed in the front and on the west side. The east side contains a small attached room which is in danger of collapsing. Portions of the over hang is rotten and vinyl siding has fallen of the structure. The structure is on a major thoroughfare and is an eyesore. There is a plastic barrel in the front (west side) of the structure.
12/6/2007	2:00 p.m. Inspected, photos taken. The weeds and grass have overtaken the structure in most areas. The roof of the structure has collapsed in the front and the east side exposing the structure to the elements. Will monitor.
10/23/2007	I spoke with Mike, he will get with Neil Clulee regarding the structure. The grass has been partially cut but not completed.
7/17/2007	Another complaint regarding the structure, overgrown grass, derelict boats and vehicles in high grass.
3/13/2007	R. Kinier spoke to Palmer Cheramle. He lives on the property and is in the process of cleaning up the land. He will eventually tear the building down. It is being used to store various items.

I.

(985) 783-5060 ph
(985) 783 6447 fx

61

From: Rickey Dufrene [mailto:rdufrene2@cox.net]
Sent: Friday, December 04, 2009 3:05 PM
To: Kimberly Marousek
Subject: Hwy90 Property

Kim,

I'd like to thank you for taking time out of your day to sit with me and allow me to voice my complaints about the industrial work taking place on Hwy 90 adjacent my property.

After having time to think about our conversation, I came away with the impression that no agreement or contract has been afforded to the Parish in the use of the residential property. Myself and the other owners of the adjacent properties are left to wonder about the scope of the project or the intended future uses of the property. The Parish should have these same concerns, but I did not come away with that answer. Basically the question remains, what is happening out there and for how long? If the Parish doesn't know these answers, then shouldn't they be enforcing the code until such an agreement is provided? At the very least, without an agreement on the project for temporary re-use, shouldn't a zoning change have made its way through the public?

I expressed my concerns about future use of this property, especially in light of the type of improvements being made are not in line with residential property but industrial uses. I also showed you evidence that obviously alters my future plans as it relates to the intended, zoned use of my own property. I stated earlier that I understand the need for the project, but I have reservations about what the improvements may lead to in future use. However, after some thought, I did not convey that my understanding of the project does not give my consent and I can not approve of any work continuing without knowing the scope and duration of the project. I feel as though I need some avenue to file a formal complaint, because without an agreement in place I can only be left with asking the Parish to enforce its written zoning laws. So my question... Is there a complaint form to fill out that the Parish will answer?

Again thanks for your help in this matter and basically any guidance you can give me would be helpful. You may call me at home or my cell.

985 785-2342
504 330-2981

Rickey Dufrene

Kimberly Marousek

From: Rickey Dufrene [rdufrene2@cox.net]
Sent: Wednesday, December 09, 2009 7:07 PM
To: Kimberly Marousek
Subject: RE: Hwy 90 Property

Kim,

Thanks again for your reply. I just feel that if I allow this to go any further then it will almost be too far to go back. The landscape of the place is changed way beyond what residential property is. The cost to remedy this goes further and further with every day that passes. And I am not even guaranteed that returning the property to original condition is going to happen. Very soon, I fear we will reach a point where someone will say, well we got this far... might as well finish.

I am working with a Corps land management contractor and attempting to get answers as to whether this was a legal taking by the Corps or whether this was a contractual agreement with the landowner. A legal taking would definitely have paperwork trail since this is a federal undertaking. I would think that any contract whether "taken" or a mutual agreement would be presented to the Parish... especially by someone with his knowledge and position on zoning issues. It seems to be a stall tactic and an attempt to get a grandfather statute in place on his property.

So I do feel time is running short on my side.

Thanks again and please keep me informed.

Rickey Dufrene

From: Kimberly Marousek [mailto:kmarousek@stcharlesgov.net]
Sent: Wednesday, December 09, 2009 3:25 PM
To: Kimberly Marousek; Rickey Dufrene
Subject: RE: Hwy 90 Property

Ricky,

I wanted to get back to you regarding your voicemail message yesterday wherein you inquired about the formal position of the parish regarding the use of the property adjacent to you. The Parish is still reviewing the matter and has not made a final determination at this time. As soon as we have reviewed all of the information at hand, and have made a decision, I will let you know.

Thanks,

Kim

From: Kimberly Marousek
Sent: Monday, December 07, 2009 9:07 AM
To: Rickey Dufrene
Cc: Earl Matherne
Subject: RE: Hwy90 Property

Ricky,

We have a complaint on file, I'll add your comments. As I get more information, I'll update. Please feel free to contact me in the meantime.

Thanks, Kim

Kim Marousek Marretta, AICP
 Director
 St Charles Parish Planning Department
 PO Box 302
 Hahnville, LA 70057

I was just writing to check for any updates regarding P&Z's stance to Hwy 90 property. My understanding is that there have been a meeting(s) to discuss the complaint and was wondering if any decisions are forthcoming. I am now aware of the Army's land procurement protocol for this very project and I can tell you as I am sure you are now aware, that this was all done against protocol. How the deals were made, I have no knowledge of, but I do know that this was not one of the pieces of land intended to be used in this project.

I know that the Parish is busy with the battle against Mother Nature this week, but I would like to speak at your convenience (in person or phone) about any decisions that were made and a path forward to conclusion. I am available Wednesday or Thursday.

Thanks,

Rickey Dufrene
(985) 785-2342
(504) 330-2981

Kimberly Marousek

From: Rickey Dufrene [rdufrene2@cox.net]
Sent: Thursday, December 17, 2009 4:23 PM
To: Kimberly Marousek
Subject: RE: Update on decision

Kim,

What further information can we possibly be waiting on? If P&Z is waiting on a contract, stop the work, and you'll have someone calling you within the day. Once again, each day that passes, harm is caused. The code of ordinances on the St Charles Parish website is not ambiguous. It has pretty clear language in defining zoning and the administration of it. P&Z is certainly showing itself to be complicit in delaying this in favor of a member of its own committee. I hope you have also checked within your department for a similar situation about 10 years ago where I was on the opposite side of this decision.

A member of the Levee Board has stated the Corps position on the record that this land was not part of its land use plan for this project but a private collaboration. These answers were all phone calls away but it seems that P&Z has yet to pick up a phone while it figures a way to make this work.

I previously have stated that I would be willing to work towards a solution that was temporary in accommodating the needs of the project. I am now aware there is no need of this portion of residential ground necessary for construction of the Western Tie. As such, my position has now changed to immediate termination of the work and remedy of the property to its previous condition. I will not stop until that goal has been reached and I hope to accomplish that through collaboration with your office.

I do appreciate your attention and response.

Thanks,

Rickey Dufrene

From: Kimberly Marousek [mailto:kmarousek@stcharlesgov.net]
Sent: Thursday, December 17, 2009 10:39 AM
To: Rickey Dufrene
Subject: RE: Update on decision

Ricky,
 At this point I do not have any new or additional information to give you regarding the use of the property adjacent to yours on Hwy 90. Discussions have occurred with elected officials and staff; however, a final determination by the parish has not yet been made. I think at this point another meeting between us would be premature as I have no additional information to share with you. However, if you have additional information that you would like to share with me, please do not hesitate to give me a call. I will be in the office this week and next week through Dec. 23rd. I appreciate your level of concern and I am hopeful that we will have some clear direction soon.

Thanks,

Kim

From: Rickey Dufrene [mailto:rdufrene2@cox.net]
Sent: Wednesday, December 16, 2009 9:28 AM
To: Kimberly Marousek
Subject: Update on decision

Kim,

Kimberly Marousek

From: Kimberly Marousek
Sent: Tuesday, December 29, 2009 4:20 PM
To: Rickey Dufrene
Subject: Complaint

Ricky,

A complaint was logged into our database on 11/20/09 when Frank Matherne came into the office to inquire about the use and the zoning of both properties. The official complaint states that the residentially zoned property is being used for a commercial operation. The discussions and email exchanges that you and I have had are part of that complaint file which is under the address of 10763 Hwy 90. Generally speaking, complaint's are taken down by our office from verbal complaints, you can also go on-line to <http://www.stcharlesgov.net/index.aspx?recordid=72&page=353> to fill out a complaint form. To answer your question, the parish is currently working through our normal complaint procedure which is to investigate the complaint, determine a course for corrective action, and set a time frame for compliance. At this point, we are still in the complaint investigation portion of the process and will be until we have determined if any corrective action is needed and if so, what that would entail. Once that determination has been made, I will let you know.

Per our records, a permit for this activity on the 10763 Hwy 90 property has not been issued by the Parish; although, a permit application has been filed. The decision on the permit application is pending our complaint resolution and determination.

Thanks,
 Kim

From: Rickey Dufrene [mailto:rdufrene2@cox.net]
Sent: Monday, December 28, 2009 7:26 PM
To: Kimberly Marousek
Subject:

Kim,

We are now running up on a month since we first talked about the Hwy 90 property and its improper use. The Parish has yet to neither take a position nor enforce its code. During this time, we've watched residential property become an industrial worksite. We have made phone calls and found out that this project is being done without the Levee Boards consent and presented this information to the Parish. The Parish, to my knowledge, has yet to discover a contract on the work taking place, even though the landowner is a member of the Parish's planning and zoning commission. The Parish has still continued to grant permits for the work taking place, which in itself is an endorsement of the illegal use of the property. So no matter that the stated position of St. Charles Parish has been "we haven't made a decision", the Parish's actions in some cases (permits) and inaction have pretty clearly indicated its position.

I have stated many times that by allowing this to continue, the Parish was going to reach a point where remedy would become very expensive. By allowing the work to continue without securing or searching for an agreement, the work has proceeded to a point the other side will argue the cost and delays of termination will be too great. This could have and should have all been avoided had the code of ordinances been followed. I have recently paid for home plans on my property and was in the process of receiving bids for its construction. During this whole time of planning and working on the new home, I have entrusted the Parish to protect my property and uphold its zoning to its legal use.

What am I asking of you? You have stated that we have a formal complaint on file. I have not filled out a formal complaint nor have I signed one with Planning and Zoning. I'd like to ask if the Parish has a procedure for investigating and resolving complaints. I'd like to know the steps and timelines for handling a complaint. I'd also like to know what step the Parish is on in our current complaint and when I can expect a decision. Time is short and remedy is expensive. It will take much more guts for the Parish to stop it now, which I now believe was never its intention.

I do want to inform you that I plan on intensifying my efforts to force termination of work and start to work outside of P&Z to that effect.

Thanks,

Rickey Dufrene



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

KIM MAROUSEK, AICP
PLANNING DIRECTOR

ST. CHARLES PARISH

DEPARTMENT OF PLANNING & ZONING

14996 RIVER ROAD • P.O. BOX 302, HAHNVILLE, LOUISIANA 70057
(985) 783-5060 • Fax: (985) 783-6447
Website: www.stcharlesgov.net

January 22, 2010

Mr. Neal Clulee
PO Box 849
Luling, LA 70070

RE: 10763 Hwy 90 and Lot A-1 (a resubdivision of a portion of Lots A and B of Lot 1 of a partition of Tract A by H.E. Landry, CE, dated 6/4/41 located in Section 37, 59 & 60, Township 13 S, Range 21 E)
Notice of Violation – Complaint No. 46442-09

Dear Mr. Clulee:

This letter is to inform you that the current use of the above-referenced properties, are not in compliance with the St. Charles Parish Zoning Code. The property addressed as 10763 Hwy 90 is zoned, W, Wetland and the adjacent property identified as Lot A-1 is zoned R-1B, Residential. The current use of the properties is to house three temporary construction job trailers, truck fueling and truck storage in conjunction with the US Army Corps of Engineers Western Tie-In Levee construction project. The temporary construction trailers appear to be largely on the property addressed as 10763 Hwy 90, the fueling tank appears to be near the adjoining property line and there is a commercial access driveway, utilized for truck traffic, on Lot A-1.

The current commercial use on Lot A-1, (for the truck driveway and truck storage/traffic), associated with the construction job site activities on the adjoining lot is not permitted because of the residential zoning. However, the Zoning Code does provide for a private commercial access road-through residential property zoned R-1B with a special use permit approved by the Planning Commission with a supporting resolution by the Parish Council, (St. Charles Parish Code, Appendix A, Section VI(B)(III)(1)(c)(8)). The location of a fueling tank would not be permitted on property zoned R-1B.

The location of the temporary construction trailers could be located on the property zoned "W" but would require the issuance of a miscellaneous permit. An application for the trailers was submitted to the Department on December 21, 2009; although the permit has not yet been issued. Verification that the trailers are wholly on the lot addressed as 10763 Hwy 90 is required.

In order to bring both properties into compliance you must:

1. Permit and locate all temporary construction trailers on the property addressed as 10763 Hwy 90;
2. Locate any fueling tanks on the property addressed as 10763 Hwy 90; and
3. Apply for and successfully obtain a special permit use for a private commercial access road on Lot A-1; or,
4. Successfully obtain a rezoning of the property to a C-3 or higher zoning designation and secure the required trailer permit.

The Parish recognizes that both properties are currently being utilized by contractors working on the US Army Corps of Engineers Levee project. However, since neither of the properties was included in the Corps/ West Jefferson Levee District project right of way, both properties are subject to local ordinances and regulations.

The Parish would like to work with you to bring both properties into compliance without causing delay to the much needed levee work. Please submit the appropriate land use action (either Special Permit Use or Rezoning) application in time to be placed on the March 2010 Planning Commission agenda. The deadline for submittal is **February 2, 2010**.

Should you have any questions, please do not hesitate to contact me.

Sincerely,



Kim Marousek, AICP
Planning Director

cc: V.J. St. Pierre, Jr., Parish President
Terry Authement, Councilman At-Large, Div. B
Shelley Tastet, Councilman, Dist. II

CERTIFIED R/R NO. 91 7108 2133 3932 9572 0177

approval for a single six-month period if extenuating circumstances apply (such as if the special permit or special exception use is in design or permit stage and/or under construction at the end of the twelve-month period). Once a special permit or exception is considered operational and ceases operation for a period of six (6) months, that special permit or special exception use shall expire unless otherwise specified by law. Special permit or special exception uses approved prior to the adoption of this ordinance shall expire in accordance with the time periods as set forth above with the time period commencing upon receipt of written notification by the planning and zoning department and adoption of this ordinance. (Ord. No. 09-3-3, § 1, 3-2-09)

10. *Waiver or variance to zoning regulations for special permit uses.* Should the Director discover that specific aspects of an application for special permit fail to conform to the regulations contained in this ordinance, he may choose to forward the proposal for formal consideration by the Planning Commission and Parish Council if the literal enforcement of one or more provisions of the ordinance (i) is impracticable, or (ii) will exact undue hardship because of peculiar conditions pertaining to the land in question. Financial hardships shall not be considered as valid criteria for any such waiver or variance to existing regulations. Any application for special permit which contains a request for a waiver or variance shall contain a specific reference to the request and state the reasons that the request be granted. The Planning Commission, with a supporting resolution of the Council, may grant a waiver or variance to these regulations only when such requests meet the conditions of this subsection (i, ii) and are not detrimental to the public interest.

(Ord. No. 93-12-6, 12-6-93; Ord. No. 08-3-5, § 2, 3-24-08)

Section V. Zoning districts and boundaries.

1. For the purpose of promoting the public health, safety, morals, and general welfare of the Parish of St. Charles, Louisiana, said Parish is hereby divided into the following types of districts:

TABLE INSET:

ZONING DISTRICTS	
O-L	Open Land District
R-1A	Single Family Residential Detached District
R-1A (M)	Single Family Residential Detached District - Allows Mobile Homes
R-1B	Single Family Residential Detached District
R-1M	Single Family Residential Detached Mobile Home [Manufactured Home/Recreational Vehicle (RV)] Park
R-2	Two Family Residential District
R-3	Multi-Family Residential District
CR-1	Residential - Commercial Transition District
C-1	General Commercial District - Commercial Offices
C-2	General Commercial District - Retail Sales
C-3	Highway Commercial District - Wholesale and Retail Sales
M-1	Light Manufacturing District
M-2	Heavy Manufacturing District
M-3	Heavy Manufacturing District
B-1	Batture--Non-Industrial

B-2	Batture--Industrial
W	Wetland District
MS	Medical Service District
G-1	Gambling District
H	Historical District
AV-1	Aviation District

(Ord. No. 85-7-16, 7-22-85; Ord. No. 93-10-9, § I, 10-18-93; Ord. No. 99-12-3, § IV, 12-6-99)

2. *Zoning district maps and boundaries.* The boundaries of the various zoning district are shown as two (2) separate map sets entitled "St. Charles Parish Zoning Districts Maps" and "St. Charles Parish Aerial Zoning District Maps." The "St. Charles Parish Zoning District Maps" set consists of six (6) individual sheets at a scale of one inch equals two thousand feet (1" = 2000'). The "St. Charles Parish Aerial Zoning Districts Maps" are at a scale of one inch equals two hundred feet (1" = 200'). An index of these maps at a scale of one inch equals 2000 feet (1" = 2000') is included.

Both sets of zoning maps, together with all the notations, references, and other information thereon, is made part of this ordinance and has the same force and effect as is fully set forth or described herein. The zoning district maps cover the entire jurisdictional area of the parish and shall be attested and placed on file in the office of the St. Charles Parish Planning and Zoning Department.

If any discrepancy should arise between the two (2) zoning map sets, the "St. Charles Parish Aerial Zoning Districts Maps" (scale 1" = 200') shall take precedence.

(Ord. No. 83-8-13, § 2, 8-15-83)

3. *Interpretation of district boundaries:* Where uncertainty exists with respect to the boundaries of any of the aforesaid districts as shown on the Zoning District Maps, the following rules shall apply:

A. Where district boundaries are indicated as following streets, highways, or alleys, the center lines of such streets, highways, or alleys shall be construed to be such boundaries.

B. Where the land has been or may hereafter be divided into locks and lots and where district boundaries are so indicated that they approximately follow the lot lines, such lot lines shall be construed to be said boundaries.

C. In unsubdivided property or tracts, where a district boundary divides a lot, the location of such boundaries, unless same are indicated by dimensions, shall be determined by use of the scale appearing on such maps.

D. Where boundaries are indicated as following water courses and other natural topographic features, such lines shall be construed to be such boundaries.

4. *Regulations of areas under water:* All area within the corporate limits of the Parish of St. Charles, Louisiana, which are under water and not shown as included within any district, shall be subject to all of the regulations of the district adjacent to the water area. If the water area adjoins two (2) or more districts, the boundaries of each district shall be construed to extend into the water area in a straight line until they intersect.

Section VI. Zoning district criteria and regulations.

A. Open Land District: The regulations in the Open Land District are as follows:

[I.] O-L. Open Land District:

3. Special Provisions:

a. Additional dwellings on unsubdivided property:

(1) Additional dwellings on unsubdivided property referred to in 1.b(1) above will be permitted at the rate of one (1) dwelling unit for each seven thousand (7,000) square feet of lot area.

(2) The applicant for any additional dwellings on unsubdivided property shall submit a copy of all subdivision restrictions (covenants) which govern the property in order to protect the integrity of the neighborhood.

(3) Under no circumstances will the total number of dwellings per unsubdivided lot permitted under these provisions exceed four (4).

(4) Permits issued under this provision will be issued for a two-year period. At the expiration of this time, an investigation will be conducted by the Planning and Zoning Department to determine if this Code is complied with. Non-compliance will result in the revocation of the permit.

b. All manufactured housing and mobile homes shall be secured according to the Federal Emergency Management Agency's Sept. 1985 publication *Manufactured Home Installation in Flood Hazard Areas*.

c. Skirting or foundation plantings as approved by the Zoning and Regulatory Administrator in accordance with the manufacturer's installation instructions to ensure aesthetic compatibility with the residential character of the neighborhood. The entire underfloor of the home shall be completely enclosed, except for the required openings.

Editor's note: The enforcement of this subparagraph c. was placed on a one-year moratorium expiring Sept. 5, 1990.

d. All dwelling units shall be connected to utility systems which provide for health and safety under all conditions of normal use. Home utility services shall only be connected to the supply source by means of approved materials, and shall be inspected by the appropriate agency.

(Ord. No. 82-3-3, § II, 3-1-82; Ord. No. 83-11-10, 11-21-83; Ord. No. 85-7-17, 7-22-85; Ord. No. 87-1-15, 1-5-87)

[III.] *R-1B. Single family residential detached conventional homes* --Light to medium density.

1. Use Regulations:

a. A building or land shall be used only for the following purposes:

- (1) Single family detached dwellings
- (2) Accessory uses
- (3) Gardening
- (4) Private recreational uses.

b. Special exception uses and structures include the following:

- (1) Parks, public libraries, fire stations, police or sheriff's stations or substations, and sewer pumping stations
- (2) Showing and operation of historic buildings and/or sites and their related activities, provided a certificate from the United States Department of Interior is furnished by the owner verifying that the building and/or site

is on the National Register of Historic Places.

c. Special permit uses and structures include the following:

- (1) Child care centers (minimum lot size--20,000 square feet)
- (2) Public and private schools (except trade, business, and industrial)
- (3) Religious institutions
- (4) Golf courses (but not miniature courses or driving ranges) and country clubs (non-profit) with a site of at least five (5) acres and with all parking at least fifty (50) feet from rear and side property lines
- (5) Educational, religious and philanthropic institutions, provided, however, that such uses shall be located on sites of ten (10) acres or more, that buildings shall not occupy more than ten (10) percent of the site area, and that buildings be set back from all yard lines a distance of at least one (1) foot for each foot of building height.
- (6) Reserved. (Ord. No. 06-12-6, § II, 12-4-06)
- (7) Reserved.
- (8) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council. (Ord. No. 92-10-9, § III, 10-5-92)

(Ord. No. 83-11-10, 11-21-83; Ord. No. 85-7-17; 7-22-85)

2. Spatial Requirements:

a. Minimum lot size: Ten thousand (10,000) square feet per family; minimum width - eighty (80) feet.

b. Minimum yard sizes:

- (1) Front - twenty-five (25) feet
- (2) Side - eight (8) feet
- (3) Rear - twenty-five (25) feet.

(4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.(Ord. No. 08-8-9, § V, 8-18-08)

c. Accessory buildings:

- (1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
- (2) The accessory building shall not exceed two-story construction.
- (3) Minimum rear and side setbacks of a detached accessory building shall be five (5) feet. (Ord. No. 86-11-7, 11-17-86)
- (4) Accessory buildings shall be located on the same parcel of land as the main structure.

(Ord. No. 82-3-3, § II, 3-1-82)

- a. Minimum lot size: Six thousand (6,000) square feet, minimum width - sixty (60) feet.
- b. Minimum yard sizes:
 - (1) Front - twenty (20) feet
 - (2) Side - five (5) feet
 - (3) Rear - ten (10) feet.

(Ord. No. 82-6-6, § 1, 6-7-82)

(4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § XI, 8-18-08)

3. Transportation Requirements: Arterial

4. Special Provisions:

- a. Where any commercial use in a C-2 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones.

(Ord. No. 82-6-9, § III, 6-7-82; Ord. No. 98-1-3, § III, 1-5-98)

[IV.]C-3. *Highway commercial district*-- Wholesale and retail sales:

1. Use Regulations:

- a. A building or land shall be used for the following purposes.
 - (1) All uses allowed in the C-2 District. (Ord. No. 88-5-5, 5-16-88)
 - (2) Commercial auditoriums, coliseums or convention halls
 - (3) Retail manufacturing
 - (4) Motor vehicle sales and service
 - (5) Wholesale uses
 - (6) Warehouses (less than 10,000 sq. ft.)
 - (7) Bus, railroad, passenger and truck terminals (without video poker gaming facilities) (Ord. No. 98-4-17, § II, 4-20-98)
 - (8) Bottling works
 - (9) Dog pound
 - (10) Building supply
 - (11) Heating and air conditioning service
 - (12) Plumbing shops
 - (13) Motor vehicle repair
 - (14) Glass installation

- (15) Fabrication of gaskets and packing of soft metal material
- (16) Creameries
- (17) Parcel delivery service
- (18) *Reserved.* (Ord. No. 97-7-4, § VIII, 7-7-97)
- (19) Frozen food lockers
- (20) Public stables
- (21) Bulk dairy products (retail)
- (22) Animal hospitals
- (23) Gymnasiums
- (24) Sheet metal shops
- (25) Upholstery
- (26) Other uses of similar intensity
- (27) Customary accessory uses incidental to the above uses when located on the same lot.

WHY NO PERMIT
APPLIED FOR SINCE THIS IS
CURRENT USE?

b. Special exception uses and structures:

- (1) Temporary construction facilities for a period of one (1) year upon approval of the Planning Director. (Ord. No. 88-9-9, 9-6-88)

c. Special permit uses and structures include the following:

- (1) Barrooms, night clubs, lounges, and dancehalls.
- (2) R-1A and R-1B uses upon review and approval by the Planning Commission.
- (3) R-3 uses upon review and approval by the Planning Commission and supporting resolution of the Council.
- (4) *Reserved.* (Ord. No. 01-5-18, § II, 5-21-01)
- (5) Cellular installations and PCS (personal communication service) installations.
- (6) *Reserved.* (Ord. No. 01-5-18, § III, 5-21-01)
- (7) Warehouses (non-hazardous materials) over ten thousand (10,000) square feet.
- (8) Green markets upon review and approval by the Planning Commission and supporting resolution of the Council. Such sites must possess frontage on a hard-surfaced public collector or arterial street.
- (9) Bingo Halls, Video Bingo Parlors, and Off-Track Betting Establishments upon review of the Planning Commission and Ordinance of the Parish Council.
- (10) Outdoor storage, when accessory to an otherwise permitted use in the district.

(Ord. No. 92-9-14, 9-8-92; Ord. No. 94-1-9, § IV, 1-10-94; Ord. No. 94-6-6, § II, 6-6-94; Ord. No. 97-7-4, § IV, 7-7-97; Ord. No. 98-4-17, § III, 4-20-98; Ord. No. 99-12-24, § I, 12-20-99; Ord. No. 03-1-12, § IV, 1-21-03; Ord. No. 07-10-10, § II, 10-15-07; Ord. No. 09-2-6, § 1, 2-16-09)

2. Spatial Requirements:

- a. Minimum lot size: Seven thousand (7,000) square feet, minimum width - seventy (70) feet.
- b. Minimum yard sizes:
 - (1) Front - twenty (20) feet
 - (2) Side - five (5) feet
 - (3) Rear - ten (10) feet
 - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999. (Ord. No. 08-8-9, § XII, 8-18-08)

(Ord. No. 82-6-6, § 1, 6-7-82)

3. Transportation System: Arterial, local industrial, rail, water.
4. Special Provisions:

- a. Where any commercial use in a C-3 zoning district abuts any residential district or use, a six-foot high solid wood fence or masonry wall shall border the same and there shall be a buffer strip ten (10) feet wide designated and maintained on the site planted with plant materials acceptable for buffer zones unless the Planning and Zoning Department shall require a greater or lesser buffer strip.

(Ord. No. 82-6-9, § III, 6-7-82; Ord. No. 98-1-3, § IV, 1-5-98)

- [V.] *Prohibited use:* Medical waste storage, treatment or disposal facilities. (Ord. No. 90-9-4, § II, 9-4-90)

D. *Manufacturing and industry districts--* The regulations in these districts are as follows.

[I.] *M-1 Light manufacturing and industry district:*

1. Use Regulations: A building or land may be used for the following purposes if in accordance with the special provisions outlined below.
 - a. A building or land shall be used only for the following purposes:
 - (1) Those uses identified as items 2 through 27 as listed in the C-3 District.
 - (2) Office parks which shall include groups or clusters of administrative, professional, and other business offices as well as individual banks and restaurants.
 - (3) Agriculture and other general farming uses.
 - (4) Warehousing and storage of nonhazardous material.
 - (5) Assembly plants.
 - (6) Bottled gas sales and/or service.
 - (7) Food processing plants.

(Ord. No. 96-12-3, § I, 12-2-96)

2. Prohibited Uses:

- a. Manufacturing; industrial; and resource extraction activities, excepting logging activities.
- b. Medical waste storage, treatment, or disposal facilities. (Ord. No. 90-9-4, § II, 9-4-90)

[II.]B-2. *Industrial batture district:*

1. Use Regulations:

a. Land shall be used only for the following purposes:

- (1) Commercial and/or industrial port facilities.
- (2) Sand extraction pits.
- (3) Fueling dock and/or facilities.
- (4) Electrical generating plants.
- (5) Coal handling, transfer, and storage facilities.
- (6) Petroleum and petroleum by-products and storage facilities.
- (7) Seaplane facilities.
- (8) Milling facilities and support uses.
- (9) Any other similar manufacturing or industrial establishment which shall adhere strictly to all State and Federal mandates, and which, under normal operations, will not be injurious to employees and the general public from health or safety factors.
- (10) Aids to navigation (as deemed necessary by the U.S. Coast Guard). (Ord. No. 96-12-3, § II, 12-2-96)

2. Prohibited Uses:

- a. Medical waste storage, treatment, or disposal facilities. (Ord. No. 90-9-4, § II, 9-4-90)

(Ord. No. 92-9-25, 9-21-92)

F. *Wetlands District:* The regulations in the Wetlands District are as follows:

[I.]W-1. *Wetlands District:*

1. Use Regulations:

- a. Automatically permitted uses: None.
- b. Special exception uses and structures:
 - (1) Low intensity uses permitted as a N.D.S.I. Permit (No Direct Significant Impact) by the Louisiana Department of Natural Resources.
 - (2) Low intensity uses permitted as a general permit by the U.S. Army Corps of Engineers.
- c. Special permit uses and structures:
 - (1) Coastal dependent uses ineligible for listed Special Exception Uses and Structures, as per approval of the St. Charles Parish Coastal Zone Advisory Committee with supporting resolution of the Council.

c) After the last dwelling unit has been removed from the site, even if a balance of time remains on the initial period or an extension period.

d) Except as noted in item e) below, the Special Permit Use shall not exceed a total of three (3) years

e) Exception to the three-year limit: Permits may extend past the three-year limit up to another three-year limit only if another federally-declared disaster occurs before the expiration of the current permit and the site is deemed acceptable and needed to provide temporary emergency housing for those affected by the subsequent disaster. This can be done by the Planning and Zoning Commission's approval and a supporting resolution by the Parish Council. All extensions caused by the subsequent federally declared disaster shall be for a six-month or less period. The Planning and Zoning Commission and the St. Charles Parish Council will determine the number of extensions allowed to address subsequent disasters. All required contracts for security and garbage must be maintained and the surety bond/letter of credit must be maintained during subsequent disaster extensions.

b. Temporary Business Emergency Housing Developments may be permitted as a Special Permit Use in B-1, B-2, C-2, C-3, M-1, M-2 and M-3 zoning districts with approval by the Planning and Zoning Commission and a supporting resolution by the Parish Council. The Application Submissions, Review Process and Fee Assessment, and Operational Requirements shall be the same as indicated above in items 2.a. i, ii, iii, and iv above with the exception of item 2.a.ii. (a).

i. Zoning/Site Restriction: A six-foot high solid fence is required where the site abuts residential zoning or use.

ii. Time Limit: Initial six-month period with six-month extensions permitted up to a maximum of three (3) extensions.

(Ord. No. 05-12-7, § I, 12-4-05; Ord. No. 06-2-8, § I, 2-20-06)

Section XI. Administration.

A. Enforcement of the Ordinance.

1. The Planning and Zoning Department, shall enforce all applicable portions of this Ordinance. Appeals from these decisions may be taken to the Board of Adjustment (see Appendix A, Section XIII)

2. It shall be the duty of all officers and employees of St. Charles Parish to assist the Planning and Zoning Department by reporting new construction, enlargements, alterations, repairs, demolitions, and changes of the occupancy of any buildings or structures, regulated by the building and/or zoning codes and upon seeing violations.

3. No excavation of land nor construction, enlargement, alteration, repair, demolition, replacement, removal, or of any building may be undertaken in the parish without the appropriate Building Permit, visibly posted on site, as required by Chapter 6 Article II of this Code of Ordinances.

4. No change in the use or occupancy of any land or existing building other than for single-family dwelling purposes shall be made; nor shall any new building be occupied until a Certificate of Occupancy has been issued by the Department of Planning & Zoning. Every certificate shall state that the new structure and/or occupancy complies with all provisions of this Ordinance including:

- a. Zoning regulations (Appendix A).
- b. Floodplain management regulations (Appendix A, Section XX).
- c. Building codes (Chapter 6, Article II).

5. Where uncertainty exists with respect to the boundaries of the various zoning districts as shown on the district map accompanying and made a part of this Ordinance, the following rules apply:

- a. The district boundaries are either streets, alleys, or property lines unless otherwise shown, and where the districts designated on the map accompanying and made a part of this Ordinance are bounded approximately by street, alley, or property lines, the street, alley or property lines shall be construed to be the boundary of the district.
- b. Where the district boundaries are not otherwise indicated, and where the property has been or may hereafter be divided into blocks and lots, the district boundaries shall be construed to be the lot lines, and where the districts designated on the district map accompanying and made a part of this Ordinance are bounded approximately by lot lines, the lot lines shall be construed to be the boundaries of the districts unless the boundaries are otherwise indicated on the map.
- c. In unsubdivided property, the district boundary lines on the map accompanying and made a part of this Ordinance shall be determined by use of the scale appearing on the map.

6. In interpreting and applying the provision[s] of this Ordinance, they shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity, and general welfare. It is not intended by this Ordinance to interfere with or abrogate or annul any easements, covenants, or other agreements between parties, except that if this Ordinance imposes a greater restriction, this Ordinance shall control.

B. Home Occupation Permit: No service or business shall hereafter be started until an application form, as furnished by the Parish Planning and Zoning Department, has been completed and submitted to such department and approved per the requirements of section XXII of the St. Charles Parish Zoning Ordinance of 1981.

(Ord. No. 86-7-6, 7-7-86; Ord. No. 89-9-10, 9-18-89; Ord. No. 83-1-5, § II, 1-3-83; Ord. No. 89-7-6, § I, 7-24-89; Ord. No. 07-3-6, § I, 3-19-07)

Section XII. Violation and penalty.

A. Violation: In case any building or structure is erected, structurally altered, or maintained, or any building, structure, or land is used in violation of this Ordinance, any proper officials of the Parish of St. Charles, Louisiana, or their duly authorized representatives, in addition to other remedies, may institute any appropriate action or proceedings to prevent such unlawful erection, structural alteration, maintenance, use, or other violations, to restrain, correct, or abate such violation, to prevent the occupancy of such building, structure, or land, or to prevent any illegal act, conduct, business, or use in or about such premises. Each day such violation continues

shall constitute a separate violation. The Zoning Administrator may call upon the Sheriff to furnish him with the necessary police personnel to carry out his orders.

B. *Penalty:* The owner or general agent of a building or premises where a violation of any provision of this regulation has been committed or shall exist or the lessee or tenant of an entire building or entire premises where such violation has been committed or shall exist, or the owner, general agent, lessee, or tenant of any part of the building or premises in which such violation has been committed or shall exist, or the general agent, architect, builder, contractor or any other person who commits, takes part in, assists in any such violation, or maintains any building or premises in which any such violation shall exist shall be guilty of a misdemeanor punishable either by a fine of not less than twenty dollars (\$20.00) and not more than one hundred dollars (\$100.00) for each and every day that such a violation continues, or not more than ninety (90) days jail sentence, or both. For assessment of applicable penalties, upon conviction, the violation shall be deemed retroactive to the date of the formal issuance of a misdemeanor citation by any proper official of the Parish of St. Charles, or to the date of the filing of legal proceedings to enjoin, restrain, correct or abate such violation, whichever occurs first, until such time that the violation is remedied. (Ord. No. 85-9-6, § I, 9-9-85)

State law references: General statutory maximum for penalty for ordinance violations, R.S. 33:1243.

Section XIII. The Board of Adjustment is established and its powers and duties are prescribed.

A. *[Created.]* A Board of Adjustment has been created pursuant to Title 33, Section 4727 of the Revised Statutes of Louisiana.

The word "Board" shall be used hereafter when reference is made to the Board of Adjustment.

The Board shall consist of seven (7) regular members all of whom shall be landowners and qualified voters of St. Charles Parish. The initial terms of the members representing Districts I, III, V, and VII shall be two (2) years; the initial terms of the members representing Districts II, IV, and VI shall be three (3) years. Thereafter members shall be appointed for terms of four (4) years each; members shall be limited to serve two consecutive terms. Each District Council member shall nominate a representative that resides in their District to be considered for appointment by the Parish Council. Terms of the members holding office on the effective date of Ordinance No. 98-11-2 shall expire when the District appointments are in place or within sixty (60) days, whichever occurs first. If a member is not nominated or confirmed within sixty (60) days of any expired term or resignation, either of the two (2) Councilmembers At Large may nominate a person. (Ord. No. 84-7-5, § III, 7-2-81; Ord. No. 88-9-7, 9-6-88; Ord. No. 98-11-2, § I, 11-16-98; Ord. No. 99-7-1, § I, 7-6-99)

At the first meeting of the calendar year, the board shall elect a chairman and vice-chairman who shall serve for one (1) year. The vice-chairman shall act as chairman during absence of the chairman.

The Board shall adopt rules in accordance with R.S. 33:4727. Said rules shall be approved by the Parish Council by resolution.

(Ord. No. 88-6-16, 6-20-88)

*Editor's note--These rules were approved by Res. No. 3229, adopted Oct. 3, 1988.

B. *Meeting of the Board.*

- a. Undue congestion of streets and traffic access.
 - b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
- a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

As far as possible, the Planning Staff should base rezoning analyses on these criteria. The Planning and Zoning Commission may state in its recommendations to the Council: (i) its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or (ii) its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations. (Ord. No. 93-8-5, § II, 8-9-93)

E. *Withdrawal of applications:*

1. Any application which the applicant wishes to withdraw from a Zoning Commission public hearing must be withdrawn by written notice to the Commission office not later than Wednesday noon preceding the Commission meeting, and following such withdrawal will not be accepted for readvertisement for six (6) months, except on majority vote by the Commission.
2. When application is duly advertised and not withdrawn as set forth above, a public hearing shall be held by the Commission and a report forwarded to the Council along with any applicable petition received, and may be withdrawn from Council action only by written request to the Parish Clerk before closing of the Council agenda on Thursday noon preceding the public hearing; any such application withdrawn in this manner shall not be accepted for readvertising for one year.
3. Any rezoning application withdrawn after Commission action but prior to Council action may be refiled with the Commission in less than one year provided that the Commission approves a written request showing there is evidence not previously considered or extenuating circumstances.

Section XVI. Interpretation.

In interpreting and applying the provisions of this promotion, these provisions shall be held to be the minimum requirements for the promotion of the public safety, health, convenience, comfort, morals, prosperity, or general welfare. It is not intended by this Ordinance to interfere with or abrogate or annul any ordinances, rules, regulations, or permits previously adopted or issued, and not in conflict with any of the provisions of this Ordinance, or which shall be adopted or issued pursuant to law relating to the

use of buildings or premises and likewise not in conflict with this Ordinance; nor is it intended by this Ordinance to interfere with or abrogate or annul any easements, covenants, or other agreements between parties provided, however, that where this Ordinance imposes a greater restriction upon the use of buildings or land or requires larger lot areas than imposed or required by such ordinances or agreements, the provisions of this Ordinance shall control.

Section XVII. Validity.

If any section, subsection, paragraph, sentence, or phrase or [of] this Ordinance shall, for any reason, be held to be unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance which shall continue in full force and effect.

Section XVIII. Repeal of conflicting ordinance.

All zoning ordinances or parts of zoning ordinances in conflict herewith are hereby repealed, provided, however, that all suits at law in equity and/or all prosecutions resulting from the violation of any zoning ordinance heretofore in effect, which are now pending in any of the courts of this state or of the United States, shall not be abated or abandoned by reason of the adoption of this Ordinance, but shall be prosecuted to their finality the same as if this Ordinance had not been adopted; and any and all violations of existing zoning ordinance, prosecutions for which have not yet been instituted, may be hereafter filed and prosecuted; and nothing in this Ordinance shall be so constructed as to abandon, abate, or dismiss any litigation or prosecution now pending, and/or which may have heretofore been instituted or prosecuted.

Section XIX. Warning of disclaimer or liability.

Although the degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes, larger floods may occur on rare occasions or flood heights may be increased by man-made or natural causes. These regulations do not imply that the various types of flood plain areas or land uses permitted within such areas will be free from flooding or flood damage. These regulations shall not create liability on the part of the St. Charles Parish Council, St. Charles Parish Planning and Zoning Department, nor any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder. In no case shall responsibility or liability arise from the design or operation of subdivision drainage facilities dedicated to the parish if the St. Charles Parish Council has not accepted, in writing, the dedication and agreed to maintain and operate the facilities.

Section XX. Flood damage prevention.

A. Statutory Authorization, Findings of Fact, Purpose, and Methods.

1. **Statutory Authorization.** The Legislature of the State of Louisiana has in LRS 38:84 delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses.
2. **Findings of Fact.**
 - a. The flood hazard areas of St. Charles Parish are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary public expenditures for flood protection and relief, all of which adversely affect the

public health, safety, and general welfare.

b. These flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, flood-proofed or otherwise protected from flood damage.

3. **Statement of Purpose.** It is the purpose of this Ordinance to promote the public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- a. Protect human life and health;
- b. Minimize expenditure of public money for costly flood control projects;
- c. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- d. Minimize prolonged business interruptions;
- e. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone, and sewer lines; as well as streets and bridges located in floodplains;
- f. Help maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize future flood blight areas;
- g. Ensure that potential buyers are notified that property is in a flood hazard area; and
- h. Ensure that those who occupy the areas of special flood hazard assume responsibility for their affected actions.

4. **Methods of Reducing Flood Losses.** In order to accomplish its purposes, this Ordinance uses the following methods:

- a. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood, or cause excessive increases in flood heights or velocities;
- b. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- c. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which are involved in the accommodation of flood waters;
- d. Control filling, grading, dredging, and other development which may increase flood damage;
- e. Prevent or regulate the construction of flood barriers which will unnaturally divert flood waters or which may increase flood hazards to other lands.

B. Definitions. Unless specifically defined below, words or phrases used in this Ordinance shall be interpreted to give them the meaning they have in common usage and to give this Ordinance its most reasonable application.

1. **Alluvial Fan Flooding**--Flooding occurring on the surface of an alluvial fan or similar landform which originates at the apex and is characterized by high-velocity flows; active processes of erosion, sediment transport and deposition, and unpredictable flow paths.
2. **Apex**--A point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

3. Appeal--A request for a review of an interpretation by the Department of Planning and Zoning of any provision of this Ordinance, or a request for a variance.
4. Area of Shallow Flooding--A designated AO, AH, or VO zone on the Flood Insurance Rate Map (FIRM) with a one (1) percent or greater annual chance of flooding to an average depth of one (1) to three (3) feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.
5. Area of Special Flood Hazard--The land in the floodplain within a community subject to a one (1) percent or greater chance of flooding in any given year. The area may be designated as Zone A on the Flood Hazard Boundary Map (FHBM). After detailed ratemaking has been completed in preparation for publication of the FIRM, Zone A usually is refined into Zones A, AE, AH, AO, A1--99, VO, V1--30, VE, or V.
6. Base Flood--Flood having a one (1) percent chance of being equaled or exceeded in any given year. Also, a monument established by a recognized geodetic agency whose elevation is precisely determined; part of a network of such monuments. (Ord. No. 90-3-18, 3-19-90).

Editor's note--The second sentence of this paragraph 6 formerly served as the definition of "bench marks."

7. Basement--Any area of a building having its floor subgrade (below ground level) on all sides.
8. Breakaway Wall--A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces caused by high tides or wave action, without causing damage to the elevated portion of the building or supporting foundation system.
9. Coastal High-Hazard Area--An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high-velocity wave action from storms or seismic sources.
10. Critical Feature--An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.
11. Development--Any man-made change in improved and unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of equipment or materials.
12. Elevated Building--A nonbasement building (i) built, in the case of a building in Zones A1--30, AE, A, A99, AO, AH, B, C, X, and D, to have the top of the elevated floor, or in the case of a building in Zones V1--30, VE, or V, to have the bottom of the lowest horizontal structure member of the elevated floor elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the floor of the water and (ii) adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood. In the case of Zones A1--30, AE, A, A99, AO, AH, B, C, X, and D, "elevated buildings" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of flood waters. In the case of Zones V1--30, VE, or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls if the breakaway walls meet the standards of section 60.3(e)(5) of the National Flood Insurance Program.
13. Existing Construction--For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of FIRM or before

January 1, 1975, for FIRM's effective before that date. "Existing construction" may also be referred to as "existing structures."

14. Existing Manufactured Home Park or Subdivision--A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

15. Expansion to an Existing Manufactured Home Park or Subdivision--The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

16. Flood or Flooding--A general and temporary condition of partial or complete inundation of normally dry land areas from (i) the overflow of inland or tidal waters and/or (ii) the unusual and rapid accumulation or runoff of surface waters from any source.

17. Flood Insurance Rate Map (FIRM)--An official map of a community, on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

18. Flood Insurance Study--The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, water surface elevation of the base flood, as well as the Flood Boundary Floodway Map.

19. Floodplain or Flood-prone Area--Any land area susceptible to being inundated by water from any source (see definition of "flooding").

20. Floodplain Management--The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

21. Floodplain Management Regulations--Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

22. Flood Protection System--Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to "special flood hazard" and the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

23. Flood Proofing--Any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

24. Floodway (Regulatory Floodway)--The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

25. Functionally Dependent Use--A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo

or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities.

26. Habitable Floor--Any floor usable for working, sleeping, eating, cooking, or recreation, or a combination thereof. A floor used only for storage purposes is not a "habitable floor."

27. Highest Adjacent Grade--The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure. (Ord. no. 83-2-12, § III, 2-21-83)

28. Historic Structure--Any structure that is:

(a) Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Dept. of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(b) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(c) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(d) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

1. By an approved state program as determined by the Secretary of the Interior or;

2. Directly by the Secretary of the Interior in states without approved programs.

29. Levee--A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

30. Levee System--A flood protection system which consists of a levee, or levees, and associated structures such as closure or drainage devices, which are constructed and operated in accordance with sound engineering practices.

31. Lowest Floor--The lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking or vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of the applicable nonelevation design requirements of section 60.3 of the National Flood Insurance Program regulations.

32. Manufactured Home--A structure transportable in one (1) or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include "recreational vehicles."

33. Manufactured Home Park or Subdivision--A parcel (or contiguous parcels) of land divided into two (2) or more manufactured home lots for rent or sale.

34. Mean Sea Level--For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

35. New Construction--For purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.
36. New Manufactured Home Park or Subdivision--A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by the community.
37. NGS--National Geodetic Survey, a Federal agency that has established and maintains a network of bench mark monuments. (Ord. No. 90-3-18, 3-19-90)
38. Primary Frontal Dune--A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.
39. Recreational Vehicle--A vehicle which is (i) built on a single chassis; (ii) four hundred (400) square feet or less when measured at the largest horizontal projections; (iii) designed to be self-propelled or permanently towable by a light-duty truck; and (iv) designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.
40. Sand Dunes--Naturally occurring accumulations of sand in ridges or mounds landward of the beach.
41. Start of Construction--(For other than new construction or substantial improvements under the Coastal Barrier Resources Act-Pub. L. 97-348), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within one hundred eighty (180) days of the permit date. The actual start of construction means either the first placement permanent construction of a structure on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.
42. Structure--A walled and roofed building, a manufactured home, or a gas or liquid storage tank, that is principally above ground.
43. Substantial Damage--Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.
44. Substantial Improvement--Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the

market value of the structure before "start of construction" of the improvement. This includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either: (i) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by a local code enforcement official and which are the minimum necessary conditions, or (ii) any alteration of an "historic structure," provided that the alteration will not preclude the structure's continued designation as an "historic structure."

45. Variance--A grant of relief to a person from the requirements of this Ordinance when specific enforcement would result in unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this Ordinance.

46. Violation--Means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) [subsection D] is presumed to be in violation until such time as that documentation is provided.

47. Water Surface Elevation--The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

C. General Provisions:

1. Lands to Which This Ordinance Applies. This Ordinance shall apply to all areas within the jurisdiction of the St. Charles Parish Council.

2. Basis for Establishing the Areas of Special Flood Hazard. The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "The Flood Insurance Study for the Parish of St. Charles," stamped preliminary June 27, 1991, and any revisions thereto, with accompanying Flood Insurance Rate Maps is hereby adopted by reference and declared to be a part of this Ordinance. The Flood Insurance Study is on file at the St. Charles Parish Courthouse, River Road, Hahnville, Louisiana. In addition the Advisory Base Flood Elevations (ABFE) as described in the "Recovery Guidance" released on November 2005 (outside the levee East Bank) and April 2006 (inside the levee East Bank) and the "Flood Recovery Guidance for St. Charles Parish" dated November 2005 (West Bank) and their associated maps (pdf and GIS formats) will take precedent over the existing FIRMS and local Flood Plan Ordinances where they are more restrictive. (Ord. No. 83-2-12, § III, 2-21-83; Ord. No. 92-4-23, § I, 4-20-92; Ord. No. 06-10-13, § I, 10-16-06)

3. Establishment of Development Permit. A development permit shall be required to ensure conformance with the provisions of this Ordinance. The said development permit is entitled Certificate of Zoning Compliance.

4. Compliance/Penalties for Noncompliance. No structure or land shall hereafter be constructed, located, extended, altered, converted, or have its use changed without full compliance with the terms of this Ordinance and other applicable regulations. Violation of provisions of this Ordinance by failure to comply with any of its requirements (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of its requirements shall upon conviction be fined not less than twenty dollars (\$20.00) and not more than one hundred dollars (\$100.00) or imprisoned for not more than ninety (90) days, or both, for each violation and for each and every day that such violation continues, and in addition shall pay all costs and expenses involved in the case. Nothing herein contained shall prevent the Parish of St. Charles from taking such other lawful action as is necessary to prevent or remedy any violation.

5. Abrogation and Greater Restrictions. This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Ordinance and any other ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

6. Interpretation. In the interpretation and application of this Ordinance, all provisions shall be:

- a. Considered as minimum requirements;
- b. Liberally construed in favor of the governing body; and
- c. Deemed neither to limit nor repeal any other powers granted under state statutes.

7. Warning and Disclaimer of Liability. The degree of flood protection required by this Ordinance is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions greater floods can and will occur, and flood heights may be increased by man-made or natural causes. This Ordinance does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This Ordinance shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision made lawfully thereunder.

D. Administration:

1. Certificate of Zoning Compliance. A Certificate of Zoning Compliance shall be obtained before construction or development begins within any area of special flood hazard established in section C.2. Application for a Certificate of Zoning Compliance shall be made on forms furnished by the St. Charles Parish Department of Planning and Zoning and may include but not be limited to plans in duplicate drawn to scale showing the nature, location, dimensions, and elevations of the area in question; existing or proposed structures, placement of manufactured homes, fill, storage of materials, drainage facilities; and the location of the foregoing in relation to areas of special flood hazard.

Specifically, the following information is required:

- a. Elevation in relation to mean sea level of the lowest floor (including basement) of all new and substantially improved structures;
- b. Elevation in relation to mean sea level to which any structure has been floodproofed;
- c. Certification by a registered professional engineer or architect that the floodproofing methods for any nonresidential structure meet the floodproofing criteria in this Ordinance;
- d. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development; and additionally,
- e. That any surveyor providing elevations or plats of survey which include elevations prepare those elevations or surveys by beginning at bench marks whose elevations are recognized by the Federal Emergency Management Agency (FEMA) or which are included in the National Geodetic Survey (NGS) system. Plats of survey or elevations shall have inscribed upon their margins a certification of the surveyor identifying the bench mark from which the survey originated and that bench mark is recognized by FEMA or is within the NGS system. (Ord. No. 90-3-18, 3-19-90)

2. Approval Process. The approval or denial of any application for a Certificate of Zoning Compliance shall be based on all of the provisions of this Ordinance and the following relevant factors:

- a. The danger to life and property due to flooding or erosion damage;
- b. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
- c. The danger that materials may be swept onto other lands to the injury of others;
- d. The compatibility of the proposed use with existing and anticipated development;
- e. The safety of access to the property in times of flood for ordinary and emergency vehicles;
- f. The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical, and water systems;
- g. The expected heights, velocity, duration, rate of rise and sediment transport of the flood waters and the effects of wave action, if applicable, expected at the site;
- h. The necessity to the facility of a waterfront location, where applicable;
- i. The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;
- j. The relationship of the proposed use to the comprehensive plan of the area.

3. Designation of the Floodplain Administrator. The Director of the Department of Planning and Zoning of St. Charles Parish is hereby appointed to administer and implement the provisions of this Ordinance and other appropriate sections of 44 CFR (National Flood Insurance Program Regulations) pertaining to floodplain management.

4. Duties and Responsibilities of the Floodplain Administrator. The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to, the following:

- a. Maintain and hold open for public inspection all records pertaining to the provisions of this Ordinance.
- b. Review Certificate of Zoning Compliance applications (compliance applications) to determine whether the proposed building site, including placement sites for manufactured homes, will be reasonably safe from flooding. Review plans for walls to be used to enclose space below base flood level in accordance with provisions of this Ordinance.
- c. Review, approve, or deny all compliance applications required by adoption of this Ordinance.
- d. Review compliance applications for proposed development to assure that all necessary permits have been obtained from those Federal, State, or local governmental agencies (including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334) from which prior approval is required.
- e. Where interpretation is needed as to the exact location of the boundaries of the areas of special flood hazards (for example, where there appears to be a

conflict between a mapped boundary and actual field conditions) the Floodplain Administrator shall make the necessary interpretation. The person contesting such a boundary decision shall be given a reasonable opportunity to appeal the decision as provided in section D.5.a.2.

f. Notify adjacent communities and the State Flood Insurance Agency prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.

g. Require that maintenance be provided within the altered or relocated portion of such watercourses so that the flood-carrying capacity is not diminished.

h. When base flood elevation data has not been provided in accordance with section C.2., the Floodplain Administrator shall obtain, review, and reasonably utilize any base flood elevation data and floodway data available from Federal, State, and other sources, as criteria for requiring that new construction, substantial improvements, or other development meets the provisions of this Ordinance.

i. When a regulatory floodway has not been designated, the Floodplain Administrator must require that no new construction, substantial improvements or other development (including fill) shall be permitted within Zones A1-30 and AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the community.

j. Under the provisions of 44 CFR Chapter 1, Section 65.12, of the National Flood Insurance Program regulations, a community may approve certain development in Zones A1-30, AE, and AH on the community's FIRM which increases the water surface elevation of the base flood by more than one (1) foot, provided that the community first applies for a conditional FIRM revision through FEMA.

k. Review all compliance applications in coastal high-hazard areas or the area of special flood hazard to determine if the proposed development alters any natural features thereby increasing the potential for flood damage, as determined by the St. Charles Parish Coastal Zone Management Committee.

5. Variance Procedures:

a. Appeal Board:

1. The Zoning Board of Adjustments, as established by St. Charles Parish, shall hear and decide appeals and requests for variances from the requirements of this Ordinance.

2. The Zoning Board of Adjustments shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Director of Planning and Zoning in the enforcement or administration of this Ordinance.

3. Those aggrieved by the decision of the Zoning Board of Adjustments, or any taxpayer, may appeal such decision to the 29th Judicial Court.

4. In formulating decisions on such applications, the Zoning Board of Adjustments shall consider all technical evaluations, all relevant factors, and all standards contained in this Ordinance, including the list of parameters cited in section D.2. Upon consideration of the stated criteria, the Zoning Board of Adjustments may attach such conditions to the granting of variances as it deems necessary to further the purposes of

2010-0107

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

ORDINANCE NO. _____

An ordinance to amend the Zoning Ordinance to change the zoning classification from C-2 and R-1A to R-1A at 13525 River Road, Luling LA as requested by Don P. Madere.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An Ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981, approving the change of zoning classification from C-2 and R-1A to R-1A at 13525 River Road, Luling LA as requested by Don P. Madere.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Maps to reflect this reclassification from C-2 and R-1A to R-1A at 13525 River Road, Luling LA as requested by Don P. Madere.

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

PZR 2010-02 requested by Don P. Madere for a change of zoning classification from C-2 and R-1A to R-1A at 13525 River Road, Luling LA. Council District 7.

Planning Department Recommendation:

Approval

Planning Commission Recommendation:

Denial

Mr. Booth: The next item on our agenda is PZR-2010-02 requested by Don P. Madere for a change in zoning classification from C-2 and R-1A to R-1A on approximately one acre at 13525 River Road, Luling, La. Council District 7.

Mr. Romano: Thank you Mr. Chairman. This is a rezoning request being submitted to create a single zoning designation on a lot that has split-zoning. The first 200-feet of the subject lot from River Road is zoned C-2; beyond that is R-1A zoning. This split zoning has existed since the adoption of the Zoning Ordinance of 1981. The entire lot has historically been in residential use, since that time.

Rezoning the subject property will not change the land use to one that will be more intense than what exists today. Thus, no increased impacts or consequences will result. Rezoning to a lesser intensive land use will not create undue congestion of streets, overcrowding of land or overburden of public facilities or result in incompatible land or building usage. Rezoning to residential does nothing to change the impacts or result in greater impacts than what exists today. All of these considerations **meet the tests of the second criteria**. And pertaining to the abutting commercial property on the upriver side of the site, impacts that may result are those that exist today under current zoning. The staff recommends approval.

Mr. Booth: Thank you sir. This is a public hearing for PZR-2010-02 Don P. Madere for a change in classification from C-2 and R-1A to R-1A at 13525 River Road, Luling. Is there anyone here to speak in favor of that particular item. Please state your name and address for the record please.

Don Madere, I currently live at 15623 Mountain Creek Road in Waller County, Texas. I was born and raised here. The land was my father's and since he passed on it belongs to both myself and my sister. I just want to give you the reason for this. Before my father passed, he made his intention know, if a certain individual, if he could ever possibly buy this land, he'd like to have this guy own land, because he knew my sister or myself would never move back here. So the reason that I'm doing this is, this individual came to me and he's fully disable, but he has managed to get preapproval with FHA. FHA did a title search, and I didn't know that it was commercial, to be honest with you. FHA did a title survey and said that we can't lend against commercial property. So I said that I'd give it a shot and try to rezone it. That is my motivation and my only motivation and I don't see where rezoning, it's the current use, the benefit to the parish is that it's a vacant house right now, I'm trying to get a full time occupant, I think that is a positive step. So I respectfully request that you approve the rezoning. Thank you.

Mr. Booth: Thank you sir. Anyone else here to speak in favor of this particular issue, please step forward, state your name and address for the record, please ma'am.

Diane Stewart, 2120 Northshore Drive East, Mobile. I just want to second what my brother said. He covered all of my feelings. He knows it is our dad's house and we just want to fulfill his wishes.

Mr. Booth: Thank you ma'am. Anyone else here to speak in favor of this motion, please state your name and address for the record please ma'am.

Glenda H. Dodson, 110 Ristroph Street, Luling. I approve the rezoning. I'm in favor of it. Thank you.

Mr. Booth: Thank you. Anyone else here to speak in favor? Anyone here to speak in opposition of this particular issue, please step forward. Please state your name and address for the record sir.

Sidney Gassen, 106 Ashland Drive, Luling. I oppose but I respect what they are trying to do for their father. But with the hardship it would cause me, I own the property next door which is my business and with deregulation with commercial property meeting with residential with the buffer zone, I would lose 11 ft. x 150 ft. of parking area. It would probably affect the value of my property along with the cost of maintaining. I guess what I'm asking this Council (Commission) to do is to look at what I'm asking you and oppose this rezoning because I think as far as the community, if we start putting commercial property mixed in with residential property, we're just causing issues down the road. So I'm just asking this Council (Commission) to consider that.

Mr. Booth: Thank you sir. Anyone else here to speak in opposition? State your name and address for the record please.

David Dodson, 13523 River Road, Luling. My property adjoins this property. I truly believe that the desire of the two individuals, to devalue by down zoning this property, should not come at the expense of the two adjoining properties. The value of C-2 in the community should be respected. This is definitely going to impact the commercial properties, mine and Butch. Like I said I adjoin the west side of this property. Resale on this commercial property will lower due to the rezoning change. Commercial property of course is a much greater value. The down zone will cost me money, there is no doubt it's going to cost me money, with an appraisal, the lost of the appraisal, the value. If I choose to sell my property for the next two years, the proof will be shown in my appraisal by the values here, the insurance cost, residential versus commercial, the property assessment taxes, the loan interest rate. Devalue if this is allowed, changes the layout of the properties along River Road from Paul Maillard to the bridge. Like Mr. Gassen said, we are going to stick residential property inside C-2 which of course is not going to help small businesses. I think we have enough residential property and we don't have to go in between commercial properties and start down zoning them so they can be sold. I don't understand why anybody would want to devalue their property strictly to sell it. I see three reasons, they are out of state owners, the house is vacant, the insurance would be outrageous because you don't live in it and of course, the liability. The out of state property owners inherited a liability. I'm not talking bad about them, I've been knowing them for years, I knew Mr. Madere very well. To devalue this property at the expense of the land owners and I spoke with Wanda Candies with the beauty shop and she didn't write a letter, but she definitely voiced her opposition. She's on the west side of me and she owns the beauty shop. I'm not against change, but the consideration should be given to the basic lay out of the property. The original nature of the properties have been laid out for a very long time. This area of Luling is very old and the nature of this area should be preserved as it is. I ask the Board to see the property and try to visualize the type of proposed changes. It is my opinion that this would radically change the properties in a negative

way. One person should not profit at another's loss. Where are we going to draw the line? Do we go in Mimosa Park and somebody wants to open up a bed and breakfast, they have a 5/6 bedroom house and we change it to C-2, I understand that it's a big upgrade, we have to draw the line somewhere. I am a resident, I am a taxpayer, I'm a registered voter in St. Charles Parish, I am also living on commercial property that I purchased as commercial property and one day I will sell as commercial property. My concern is for the property and the integrity of old Luling. Obviously, the out of town landowners have no concerns for old Luling, nor do they care about old Luling's future. If they did, this is going to directly impact Mr. Gassen's property and mine in the future and I my intentions are to sell my property to a small business. Small businesses create jobs, it creates revenue, taxes. When I do that, by down zoning this piece of property, I've just incurred to put up a fence and a buffer zone, which greatly impacts the value of my property. I ask for your support to deny this. Thanks a lot.

Mr. Booth: Thank you sir. Anyone else here to speak in opposition? Hearing none, the public hearing is closed. Commission discussion? Hearing none, please cast your vote.

YEAS: Becnel
NAYS: Foster, Dufrene, Booth, Gibbs, Wolfe
ABSENT: Clulee

Mr. Booth: That fails. This will go to the Parish Council for the April 5th meeting where a final approval or denial will be at that particular Council meeting. Thank you.

- b. Overcrowding of land or overburden on public facilities such as transportation, sewerage, drainage, schools, parks and other public facilities.
 - c. Land or building usage which, is, or may become incompatible with existing character or usage of the neighborhood.
 - d. An oversupply of types of land use or zoning in proportion to population, land use and public facilities in the neighborhood.
3. The proposed zoning change is in keeping with zoning law and precedent, in that:
- a. It is not capricious or arbitrary in nature or intent.
 - b. It does not create a monopoly, or limit the value or usefulness of neighboring properties.
 - c. It does not adversely affect the reliance that neighboring property owners or occupants have placed upon existing zoning patterns.
 - d. It does not create a spot zone, that is, an incompatible or unrelated classification which would prevent the normal maintenance and enjoyment of adjacent properties.

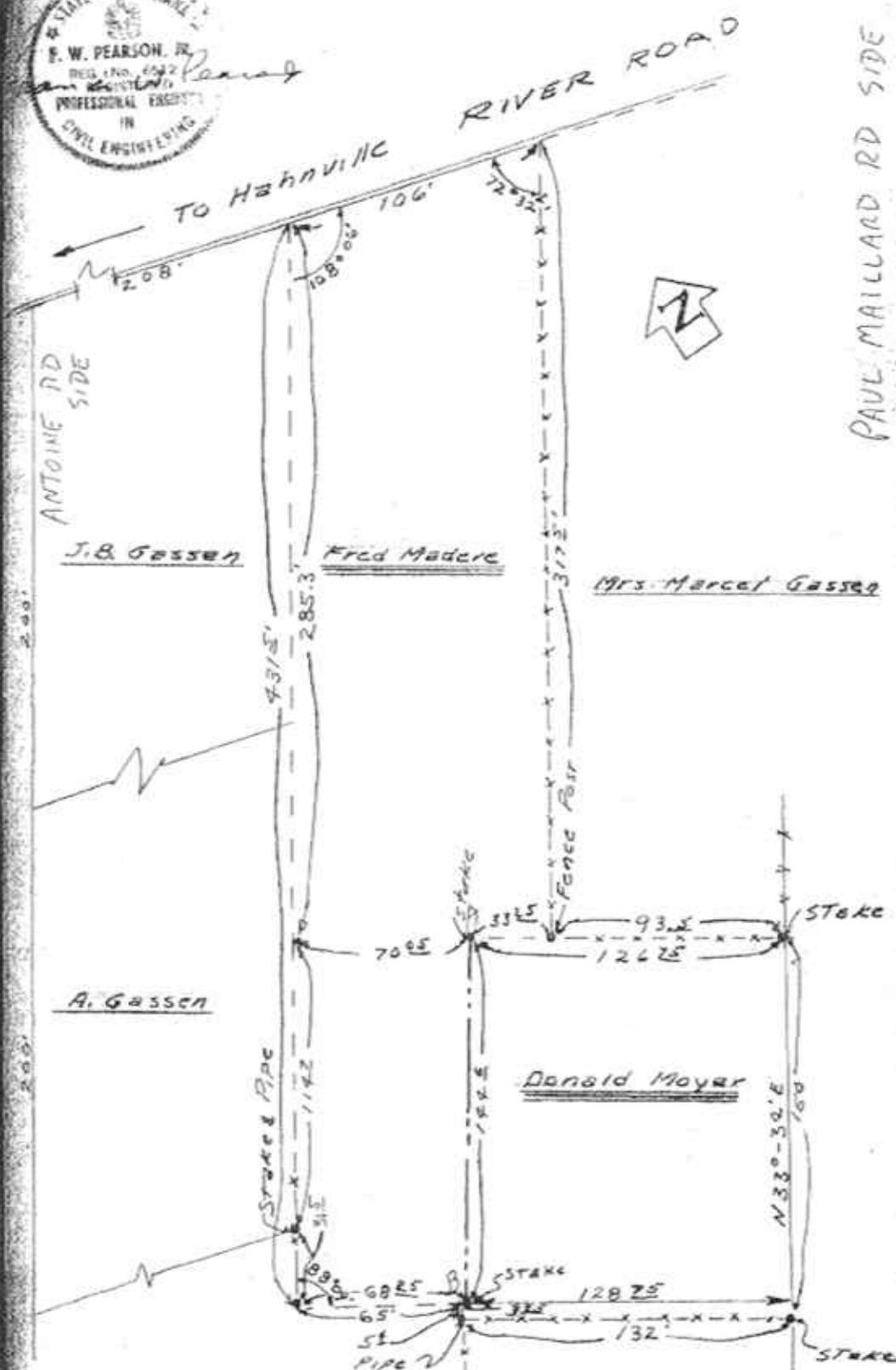
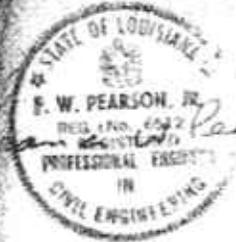
ANALYSIS

This is a rezoning request being submitted to create a single zoning designation on a lot that has split-zoning. The first 200-feet of the subject lot from River Road is zoned C-2; beyond that is R-1A zoning. This split zoning has existed since the adoption of the Zoning Ordinance of 1981. The entire lot has historically been in residential use.

Rezoning the subject property will not change the land use to one that will be more than what exists today. Thus, no increased impacts or consequences will result. Rezoning to a lesser intensive land use will not create undue congestion of streets, overcrowding of land or overburden of public facilities or result in incompatible land or building usage. Rezoning to residential does nothing to change the impacts or result in greater impacts than what exists today. All of these considerations **meet the tests of the second criteria**. And pertaining to the abutting commercial property on the upriver side of the site, impacts that may result are those that exist today under current zoning.

DEPARTMENTAL RECOMMENDATIONS

Approval.



DATE: JUNE 11, 1966

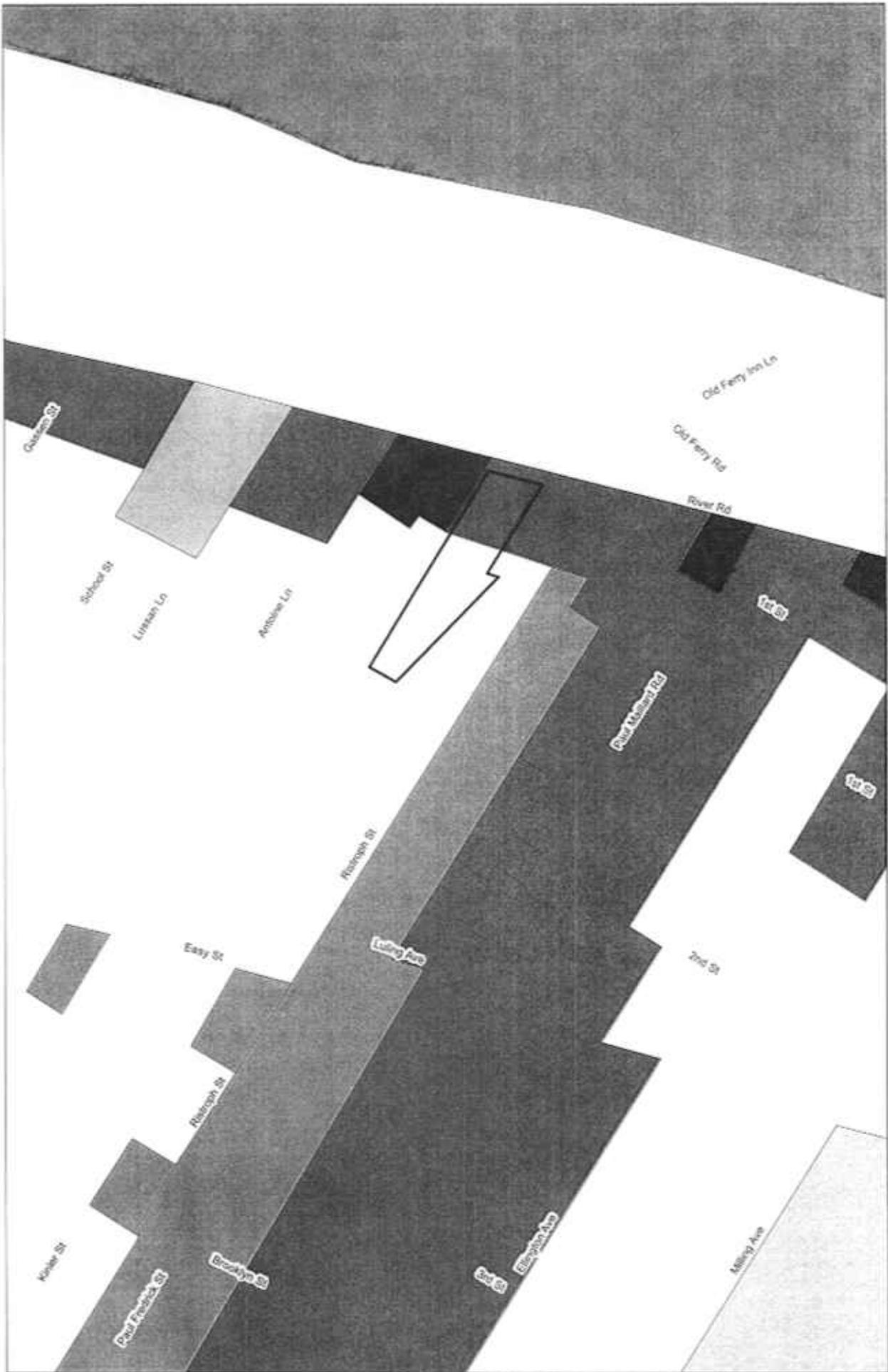
SCALE: 1" = 50'

SURVEY OF LOTS OR PORTION OF GROUND IN LULING ST. CHARLES PARISH, LA. & IN SECTIONS 11 & 61 T13S, R 21 E

For: Mr. & Mrs. Fred Madere

For: Mr. & Mrs. Donald Moyer





2010-0108**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF FINANCE)****ORDINANCE NO. _____**

An ordinance to approve and authorize the execution of an Intergovernmental Agreement with the Sunset Drainage District to provide for an operating subsidy for fiscal year 2010 for the operation and maintenance of the District's drainage system in the amount of \$298,218.00.

WHEREAS, the revenues of the Sunset Drainage District are insufficient to cover the cost of operating the District; and,

WHEREAS, the Board of Directors of the Sunset Drainage District has requested that St. Charles Parish subsidize their operations for fiscal year 2010 in the amount of \$298,218.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Agreement by and between the Parish of St. Charles and the Sunset Drainage District is hereby approved.

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

SECTION III. The Parish and the Sunset Drainage District hereby agree to recognize said subsidy in the efforts of the Parish to acquire certain property known as Lot 761 of the Sunset Drainage District.

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2010, by and between:

PARISH OF ST. CHARLES, P.O. Box 302, 15045 River Road, Hahnville, Louisiana 70057, a political subdivision of the State of Louisiana, operating under the provisions of the St. Charles Parish Home Rule Charter, herein represented by V.J. St. Pierre, Jr., Parish President, duly authorized by Ordinance No. _____, adopted by the Parish Council on the _____ day of _____, 2010.

AND

SUNSET DRAINAGE DISTRICT, a political subdivision of the State of Louisiana, created pursuant to Article XV of the 1921 Constitution of the State of Louisiana, herein represented by Eric Matherne, President, duly authorized by a resolution of its Board of Directors on the _____ day of _____, 2010.

WHEREAS, the Constitution of the State of Louisiana (Article VII, Section 14.C) provides that political subdivisions may engage in cooperative endeavors for public purposes; and,

WHEREAS, oil and gas royalty revenues of the Sunset Drainage District have drastically declined in recent years; and,

WHEREAS, the acreage tax levied by the district is presently insufficient to cover the cost of operating the district; and,

WHEREAS, the Sunset Drainage District Board of Directors has requested that St. Charles Parish temporarily subsidize the operations of the District for fiscal year 2010 in the amount of \$298,218.00; and,

WHEREAS, the St. Charles Parish Council appropriated \$298,218.00 in the General Fund Budget as an operating subsidy to the Sunset Drainage District for fiscal year 2010.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

SECTION I. The Parish hereby agrees to subsidize the operations of the Sunset Drainage District in the amount of \$298,218.00 for fiscal year 2010 in equal quarterly installments.

SECTION II. The Sunset Drainage District hereby agrees to adequately maintain the drainage system within the boundaries of the district to protect the lives and property of the citizens residing within the district.

SECTION III. The Parish and the Sunset Drainage District hereby agree to recognize said subsidy in the efforts of the Parish to acquire certain property known as Lot 761 of the Sunset Drainage District.

THUS DONE, EXECUTED AND SIGNED in St. Charles Parish, Louisiana, on the day, month and year first above written, in the presence of the below listed witnesses.

WITNESSES

PARISH OF ST. CHARLES

BY:

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

SUNSET DRAINAGE DISTRICT

BY:

ERIC MATHERNE
PRESIDENT

2010-0112

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

ORDINANCE NO. _____

An ordinance to amend the 2010 Consolidated Operating and Capital Budget to add funding for the construction of the Walking Trail at Rathborne Park in the amount of \$468,825.00 comprised of Grant revenue of \$150,000 and a transfer from the General Fund in the amount of \$318,825.00.

WHEREAS, the 2010 St. Charles Parish Consolidated Operating and Capital Budget was adopted November 3, 2009 by Ordinance No. 09-11-6; amended January 19, 2010 by Executive Order No. 10-1; January 20, 2010 by Executive Order No. 10-2; February 8, 2010 by Ordinance No. 10-2-1; 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 2010 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2010 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

**ST. CHARLES PARISH
GOVERNMENTAL FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2010**

	Prior Year Actual 2008	2009 Original Budget	2009 Current Estimate	2010 Requested Budget	Over or Under 2009
FUND BALANCE	74,738,738	69,484,355	88,210,872	67,358,028	(20,852,844)
RECLASSIFICATION	199,700	-	-	-	-
ADJUSTED FUND BALANCE	74,938,438	69,484,355	88,210,872	67,358,028	(20,852,844)
CURRENT YEAR REVENUES	70,916,084	79,903,260	80,429,487	102,241,869	21,812,382
TOTAL MEANS OF FINANCING	145,854,522	149,387,615	168,640,359	169,599,897	959,538
EXPENDITURES:					
PERSONAL SERVICES	20,328,500	23,927,761	22,295,180	25,664,498	3,369,318
OPERATING SERVICES	11,583,967	12,617,926	12,094,743	12,241,471	146,728
MATERIALS AND SUPPLIES	4,178,271	4,840,347	4,247,577	4,184,979	(62,598)
OTHER CHARGES	360,379	835,569	796,513	813,103	16,590
DEBT SERVICE	6,584,666	6,391,583	6,465,884	6,485,619	19,735
CAPITAL OUTLAY	4,972,114	49,417,440	33,326,775	61,627,184	28,300,409
INTERGOVERNMENTAL	7,497,285	7,542,978	8,312,724	9,550,719	1,237,995
TRANSFERS	2,138,468	21,260,386	13,742,935	19,883,000	6,140,065
TOTAL EXPENDITURES	57,643,650	126,833,990	101,282,331	140,450,573	39,168,242
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	88,210,872	22,553,625	67,358,028	29,149,324	(38,208,704)

St. Charles Parish 2010 Budget
 Adopted: 11/03/2009 - Ord. 09-11-6
 Amended: 1/19/2010 - E.O. 10-01
 Amended: 1/20/2010 - E.O. 10-02
 Amended: 2/08/2010 - Ord. 10-2-1

**ST. CHARLES PARISH
GOVERNMENTAL FUNDS
2010 CONSOLIDATED OPERATING AND CAPITAL BUDGET
March 8, 2010
REVISION SCHEDULE SUMMARY
CONSOLIDATED BUDGET SUMMARY**

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	<u>67,358,028</u>	-	<u>67,358,028</u>
REVENUE	<u>101,773,044</u>	<u>468,825</u>	<u>102,241,869</u>
TOTAL MEANS OF FINANCING	<u>169,131,072</u>	<u>468,825</u>	<u>169,599,897</u>
EXPENDITURES:			
PERSONAL SERVICES	25,664,498	-	25,664,498
OPERATING SERVICES	12,241,471	-	12,241,471
MATERIALS & SUPPLIES	4,184,979	-	4,184,979
OTHER CHARGES	813,103	-	813,103
DEBT SERVICE	6,485,619	-	6,485,619
CAPITAL OUTLAY	61,158,359	468,825	61,627,184
INTERGOVERNMENTAL	9,550,719	-	9,550,719
TRANSFERS	<u>19,564,175</u>	<u>318,825</u>	<u>19,883,000</u>
TOTAL EXPENDITURES	<u>139,662,923</u>	<u>787,650</u>	<u>140,450,573</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>29,468,149</u>	<u>(318,825)</u>	<u>29,149,324</u>

2010-03-08

ST. CHARLES PARISH
2010 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 March 8, 2010
REVISION SCHEDULE SUMMARY
GENERAL FUND

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	30,673,771	-	30,673,771
REVENUES	27,772,349	-	27,772,349
TOTAL MEANS OF FINANCING	<u>58,446,120</u>	<u>-</u>	<u>58,446,120</u>
EXPENDITURES:			
PERSONAL SERVICES	11,350,233	-	11,350,233
OPERATING SERVICES	5,659,369	-	5,659,369
MATERIALS & SUPPLIES	852,819	-	852,819
OTHER CHARGES	659,266	-	659,266
DEBT SERVICE	10,000	-	10,000
CAPITAL OUTLAY	11,950,042	-	11,950,042
INTERGOVERNMENTAL	2,785,407	-	2,785,407
TRANSFERS	16,024,000	318,825	16,342,825
TOTAL EXPENDITURES	<u>49,291,136</u>	<u>318,825</u>	<u>49,609,961</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>9,154,984</u>	<u>(318,825)</u>	<u>8,836,159</u>

ST. CHARLES PARISH
2005 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 March 8, 2010
REVISION SCHEDULE SUMMARY
TRANSFERS
(001-480000)

	<u>PRESENT BUDGET SUMMARY</u>	<u>REVISION SUMMARY</u>	<u>REVISED BUDGET SUMMARY</u>
EXPENDITURES:			
TRANSFER:			
Transfer to WB Hurricane Protection Levee Const	10,500,000	-	10,500,000
Transfer to RSVP	152,000	-	152,000
Transfer to Recreation	1,450,000	318,825	1,768,825
Transfer to Solid Waste	22,000	-	22,000
Transfer to Wastewater	<u>3,900,000</u>	<u>-</u>	<u>3,900,000</u>
TOTAL TRANSFERS	<u>16,024,000</u>	<u>318,825</u>	<u>16,342,825</u>
TOTAL EXPENDITURES	<u>16,024,000</u>	<u>318,825</u>	<u>16,342,825</u>

ST. CHARLES PARISH
2010 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 March 8, 2010
REVISION SCHEDULE SUMMARY
SPECIAL REVENUE FUNDS

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	<u>28,887,934</u>	-	<u>28,887,934</u>
REVENUES	<u>51,800,051</u>	<u>468,825</u>	<u>52,268,876</u>
TOTAL MEANS OF FINANCING	<u>80,687,985</u>	<u>468,825</u>	<u>81,156,810</u>
EXPENDITURES:			
PERSONAL SERVICES	14,314,265	-	14,314,265
OPERATING SERVICES	6,579,702	-	6,579,702
MATERIALS & SUPPLIES	3,332,160	-	3,332,160
OTHER CHARGES	153,837	-	153,837
CAPITAL OUTLAY	32,340,519	468,825	32,809,344
INTERGOVERNMENTAL	6,646,812	-	6,646,812
TRANSFERS	<u>1,592,368</u>	<u>-</u>	<u>1,592,368</u>
TOTAL EXPENDITURES	<u>64,959,663</u>	<u>468,825</u>	<u>65,428,488</u>
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	<u>15,728,322</u>	<u>-</u>	<u>15,728,322</u>

ST. CHARLES PARISH
2010 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 March 8, 2010
REVISION SCHEDULE SUMMARY
RECREATION
 (Fund 113)

	PRESENT BUDGET SUMMARY	REVISION SUMMARY	REVISED BUDGET SUMMARY
BEGINNING FUND BALANCE	417,706	-	417,706
REVENUES:			
Recreation Revenues	4,704,185	468,825	5,173,010
TOTAL REVENUES	4,704,185	468,825	5,173,010
TOTAL MEANS OF FINANCING	5,121,891	468,825	5,590,716
EXPENDITURES:			
PERSONAL SERVICES	2,415,300	-	2,415,300
OPERATING SERVICES	506,690	-	506,690
MATERIALS & SUPPLIES	299,950	-	299,950
OTHER CHARGES	37,300	-	37,300
CAPITAL OUTLAY			
Recreation - Improvements Other than Building	1,682,385	468,825	2,151,210
Recreation - Architectural/Engineering	28,000	-	28,000
TOTAL CAPITAL OUTLAY	1,710,385	468,825	2,179,210
INTERGOVERNMENTAL	110,500	-	110,500
TOTAL EXPENDITURES	5,080,125	468,825	5,548,950
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	41,766	-	41,766

ST. CHARLES PARISH
2010 CONSOLIDATED OPERATING AND CAPITAL BUDGET
 March 8, 2010
REVISION SCHEDULE SUMMARY
RECREATION
 (Fund 113)

CAPITAL OUTLAY:	AMOUNT	DETAILED DESCRIPTION
Improvements other than Buildings	\$ 2,151,210	Walking Trail at Rathborne Park Rathborne Park Development Phase I Park Improvements at Montz Recreation Park Park Improvements at Des Allemands Park Park Improvements at Ormond Park Parkin Lot at Killona Park Pavillion at Westbank Bridge Park Park Improvements at Eastbank Bridge Park Highway 90 Boat Launch (near Davis Diversion)
Architectural/Engineering	\$ 28,000	Fees for Parking Lot at Killona Park Rathborne Park Design
Grand Total Requested:	\$ 2,179,210	

SUBTOTAL

\$ 449,210
150,000
420,000
40,000
250,000
92,000
200,000
50,000
500,000

\$ 8,000
20,000

2010-0114

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

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an Engineering Services Contract with Civil and Environmental Consulting Engineers, LLC, for the design of Phase I of Rathborne Park in Luling.

WHEREAS, St. Charles Parish has received a Federal grant from the Land and Water Conservation Fund (L&WCF) through the State of Louisiana Department of Culture, Recreation and Tourism for the development of Phase I of Rathborne Park; and,

WHEREAS, this project requires professional services for the design and construction administration for successful completion and as a requirement of the L&WCF grant; and,

WHEREAS, St. Charles Parish desires to have Phase I of Rathborne Park completed.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Engineering Services Contract with Civil and Environmental Consulting Engineers, LLC, for the design of Phase I of Rathborne Park is hereby approved.

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

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SINGLE PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 2010, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Civil & Environmental Consulting Engineers, LLC, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Rathborne Park Development, Phase I project.

1.0 GENERAL

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

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

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

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

Phase I of the development includes site preparation, a hard surface parking lot, bike racks, a fenced baseball field with backstop and two covered dugouts on slab, bleachers, playground equipment, 2 pavilions, 2 picnic tables, 2 barbeque grills, fitness stations, benches, basketball court, and sand volleyball court.

The development is planned for the approximately 12.63 acres of the Rathborne Park property in Luling.

Federal regulations require all wiring, if any, to be underground, and compliance with the American Disabilities Act of 1990.

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

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

2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any

phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.

2.2 Conceptual Design Report Phase

- 2.2.1 Reviewing available data and consulting with the Owner to clarify and define the Owner's requirements for the Project.
- 2.2.2 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.2.3 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.2.4 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
- 2.2.5 Providing analyses of the Owner's needs, planning surveys and comparative evaluations of prospective site plans and solutions.
- 2.2.6 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:
 - Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - Any special material specifications including major equipment specifications.
 - A preliminary cost estimate for each alternative.
 - Engineer's conceptual opinion of probable costs for the selected alternative.
 - Project Master Schedule.
 - Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
 - Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.2.7 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.2.8 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
 - Five(5) copies of the report for review.
 - Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the Master project schedule in Microsoft Project format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.3 Design Memorandum Phase

- 2.3.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications

and will serve as a guide by designers and other interested parties.

2.3.2 The Design Memorandum will consist minimally of the following sections:

- Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
- Hydraulics - if necessary
- Treatment Processes - if necessary
- Design Criteria including a listing of all standard specifications to be used by type (concrete, piling, steel electrical, roads/foundations, etc)
- Preliminary Drawings – 11X17 minimum size
- The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
- Engineer's preliminary opinion of probable costs.
- Updated Project Master Schedule.
- Summary of estimated quantities – initial bid schedule
- Instrumentation & Control Philosophy
- Power Requirements
- Additional data that will be needed, such as topographical, geotechnical, and project surveying.

2.3.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.

2.3.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.

2.3.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Preliminary Engineering.

- Five(5) copies of the report for review.
- Once the report has been finalized, submit two(2) copies of the revised report plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
- Two(2) copies of the drawings (11x17 minimum).
- Once the drawing review is complete, submit one copy of the revised drawings plus one(1) electronic file copy of each drawing in AutoCAD format (release 2000 or later) and in PDF format.
- All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.4 Design Phase

2.4.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared

in conformance with the sixteen division format of the Construction Specifications Institute.

- 2.4.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.4.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.4.4 Meeting with the Owner and presenting the final design.
- 2.4.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization.
 - Three(3) copies of the contract/bid document for review.
 - Once the contract/bid document has been finalized, submit two(2) stamped copies of the revised document plus one(1) electronic file copy in PDF format, and one(1) electronic file copy of the updated Master project schedule in Microsoft Project format.
 - Two(2) copies of the drawings – D Size for review.
 - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages

2.5 Bidding Phase

- 2.5.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.5.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.5.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.5.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.5.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.5.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.

2.6 Construction Phase

During the Construction Phase

- 2.6.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction

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

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

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

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

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

- 2.6.4 Interpretations and Clarifications.** Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.6.5 Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.6.6 Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.
- 2.6.7 Inspections and Tests.** Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.6.8 Dispute between Owner and Contractor.** Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.6.9 Applications for Payment.** Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.6.9.1** Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.6.9.2** By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is

furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.

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

2.6.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.7 Close-out and Operational Phase

During this Phase, Engineer shall:

2.7.1 Provide start-up services for the new facility.

2.7.2 Prepare training materials and provide 4 hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.

2.7.3 Assemble 6 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.

2.7.4 Assemble 6 complete sets of approved shop drawings in proper order for Owner's future reference.

2.7.5 Provide technical consultation and assistance in correcting warranty items.

2.7.6 Provide assistance in connection with the refining and adjusting of new equipment or system.

2.7.7 Prepare a final set of stamped project drawings reflecting "as built" along with one(1) electronic file copy of these drawings in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "as built".

2.7.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

2.7.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.

2.8 Resident Engineer and Inspection

2.8.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.

2.8.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.

2.8.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

2.8.4 Duties and Responsibilities of RPR.

2.8.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2.8.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other

project related meetings, and prepare and circulate copies of minutes thereof.

2.8.4.3 Liaison:

- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
- Assist in obtaining from Owner additional details or information when required for proper execution of the Work.

2.8.4.4 Shop Drawings and Samples:

- Record date of receipt of Shop Drawings and samples.
- Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
- Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.

2.8.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.

- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
- Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for observations, or requires special testing, inspection or approval.
- Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
- Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.

2.8.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.

2.8.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.

2.8.4.8 Records.

- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
- Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
- Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- Keep pictorial record of progress of project.

2.8.4.9 Reports:

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

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

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

2.8.4.12 Completion.

- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

- Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.

2.8.5 Limitation of Authority.

2.8.5.1 Resident Project Representative

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

3.0 SERVICES OF THE OWNER

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

4.0 COMPENSATION

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

X Percentage of construction method is to be used, the fee shall be determined by referring to Curve A on page 20 (Exhibit B) of this Contract, which indicates the rate of compensation for Basic Engineering Services expressed as a percentage of the construction cost.

This curve is from American Society of Civil Engineer's Manual No. 45, 1980 Edition.

N/A Lump Sum amount of \$N/A paid according to section 4.1.1.3

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:
 - Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

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

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

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

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

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

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

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum previously agreed upon by Owner and

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

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

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

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

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

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

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

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

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

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

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

Inspector assigned to the Project. The Owner retains the right to disapprove the use of any Resident Inspector the owner feels is, for any reason, not qualified.

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

6.0 OWNERSHIP OF DOCUMENTS,

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

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet delivery dates stated in Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures. (ADDED 2/02)
- 8.0 **COMPLIANCE WITH LAWS AND ORDINANCE.**
- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.
- 9.0 **SUCCESSORS AND ASSIGNS**
- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.
- 10.0 **INSURANCE**
- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 11.0 **GENERAL.**
- 11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged

upon or in connection with the services required or performed hereunder.

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

Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.

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

14.0 EXCLUSIVE JURISDICTION AND VENUE

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

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

WITNESSES:

ST. CHARLES PARISH

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

WITNESSES:

CIVIL & ENVIRONMENTAL
CONSULTING ENGINEERS,
LLC

Aena D. de Soto

[Signature]

[Signature]
Danny J. Hebert, P.E.

EXHIBIT A

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

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

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

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

- Copy of the following documents from the bid document: Certificate of Owner's Attorney (section 00670); General Conditions, Supplementary Conditions, and Second Supplementary Conditions (sections 00700, 00800, 00801); and forms Change Order, Certificate of Substantial Completion, Notice of Award, and Notice to Proceed (sections 00806, 00808, 00810, 00812).
- Copy of all Division 01 through Division 16 specifications that were included in the bid document.
- *****Copy of Federal Requirements and EEO provisions. These documents will be provided by the St. Charles Parish Grants Office.*****

One(1) contract document with the following:

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

EXHIBIT B

CONSULTING ENGINEERING

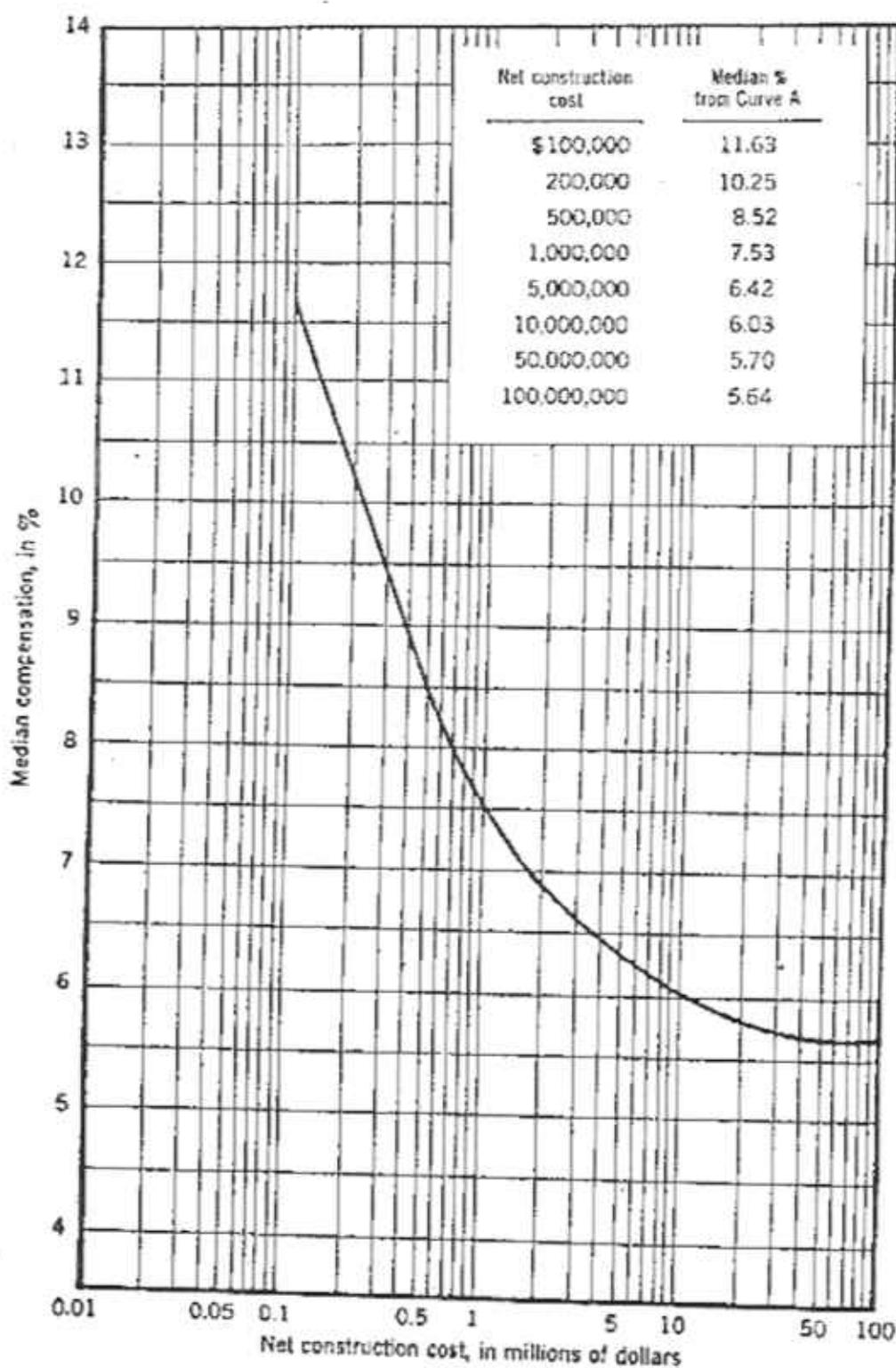


FIG. 1.—CURVE A. MEDIAN COMPENSATION FOR BASIC SERVICES EXPRESSED AS A PERCENTAGE OF NET CONSTRUCTION COST FOR PROJECTS OF ABOVE-AVERAGE COMPLEXITY (1980)

EXHIBIT C

Civil & Environmental Consulting Engineers
 Danny J. Hebert, P.E., L.L.C.
 One American Place ~ 15919 River Road, Suite 310
 Luling, LA 70070
 www.hebertengineering.com
 phone: (985) 785-2380 fax: (985) 785-2388

2010 Rate Schedule**OFFICE PERSONNEL:**

Principle Engineer	\$175.00/Hr.
Research, Legal Testimony & Depositions	\$250.00/Hr.
Registered Professional Engineer	\$125.00/Hr.
Registered Professional Land Surveyor	\$110.00/Hr.
Design Architect	\$125.00/Hr.
Wetland Delineator/Consultant	\$80.00/Hr.
Environmental Permit Specialist	\$80.00/Hr.
Project Manager	\$125.00/Hr.
Engineering Technician	\$80.00/Hr.
CAD Draftsman	\$80.00/Hr.
Clerical	\$45.00/Hr.
Reimbursable Mileage (*Subject to change with annual Federal Tax Guidelines)	\$.55/Mi.*

CONSTRUCTION PERSONNEL & EQUIPMENT

Project Representative	\$65.00/Hr.
Field Vehicle (*Subject to change with annual Federal Tax Guidelines)	\$.55/Mi.*

SURVEY PERSONNEL & EQUIPMENT:

3-Man Survey Party (with standard equipment & vehicle)	\$170.00/Hr.
2-Man Survey Party (with standard equipment & vehicle)	\$130.00/Hr.
Party Chief/Instrument Man	\$80.00/Hr.
Rodman/Chainman	\$50.00/Hr.

COMPUTER SERVICES:

Digital Photo Compilation (8-1/2" x 11" Sheet)	\$ 4.50/Sheet
Computer Modeling	\$125.00/Hr.
Word Processing	\$45.00/Hr.
Computer Plotting (AutoCAD)	\$80.00/Hr.

SUBCONSULTANT SERVICES:

Subconsultant	Actual Cost Plus 15%
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PRODUCER
ALEXANDER & SANDERS INSURANCE AGENCY, INC.
4610 BLUEBONNET BLVD., SUITE A
BATON ROUGE LA 70809

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A	XL Specialty Insurance Co
COMPANY B	Travelers
COMPANY C	
COMPANY D	

INSURED

Danny J. Hebert, P.E., LLC dba
Civil & Environmental Consulting Engineers
P.O. Box 1528
Luling, LA 70070

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Addtl Insured & Waiver when reqd by written contract	680 3109L138*	AUG 9 2009	AUG 9 2010	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS-COMP/OP AGG. \$ 2,000,000				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Addtl Insured & Waiver when reqd by written contract	680 3109L138*	AUG 9 2009	AUG 9 2010	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
B	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY: EACH ACCIDENT \$				
B	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$
	AGGREGATE \$				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	XVMPJUB 6895Y19**	AUG 9 2009	AUG 9 2010	<input checked="" type="checkbox"/> WC STAT/OTHER LAWS <input type="checkbox"/> OTH LAW
	EACH ACCIDENT \$ 1,000,000				
A	OTHER: PROFESSIONAL LIABILITY, Claims Made Form, Retroactive Date: 10/26/1999	DPS9619403	OCT 26 09	OCT 26 10	DISEASE-POLICY LIMIT \$ 1,000,000
	\$1,000,000 Each Claim & Aggregate \$5,000 Deductible				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
SEE SUPPLEMENTAL CERTIFICATE INFORMATION

CERTIFICATE HOLDER

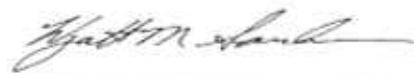
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057

Attention: V.J. St. Pierre, Jr.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



SUPPLEMENT TO CERTIFICATE OF LIABILITY INS #26034

DATE 135
NOV 24 2009

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CONSULTING ENGINEER - FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL COVERED CLAIMS PRESENTED WITHIN THE POLICY PERIOD. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE

*Certificate Holder is included as Additional Insured on General & Automobile Liability Policies along with a Waiver of Subrogation when required by written contract.

**Workers Compensation Policy includes a Waiver of Subrogation when required by written contract.

2010-0115

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF ECONOMIC DEVELOPMENT & TOURISM)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the German Coast Farmers' Market to provide certain services to St. Charles Parish.

WHEREAS, it is the mission of the German Coast Farmers' Market Board of Directors to manage a St. Charles Parish farmers' market that serves as a community gathering place, tourist destination, and a market for a wide range of fresh vegetables, fruits, flowers and other value-added items; and,

WHEREAS, the Grand Opening of the German Coast Farmers' Market was held on June 7, 2003 in Destrehan; and,

WHEREAS, the Grand Opening of the second location of the German Coast Farmers' Market was held on July 5, 2006 in Luling; and,

WHEREAS, over 170,000 patrons visited the market since its inception; and,

WHEREAS, the Board of Directors of the German Coast Farmers' Market is requesting to receive financial support from St. Charles Parish to operate the farmers' market; and,

WHEREAS, it is the desire of the Parish Council to approve said funding request to ensure the stability of this successful, economic development effort.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between the German Coast Farmers' Market and St. Charles Parish is hereby approved.

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

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
GERMAN COAST FARMERS' MARKET
AND
ST. CHARLES PARISH

This Cooperative Endeavor Agreement is made and entered into on this ____ day of _____ 2010 by and between:

The German Coast Farmers' Market, Post Office Box 119, Destrehan, LA 70047 herein represented by _____, its President

AND

St. Charles Parish, 15045 River Road, P. O. Box 302, Hahnville, LA 70057 herein represented by V.J. St. Pierre, Jr. its Parish President, authorized by Ordinance No. _____ of the St. Charles Parish Council adopted on _____, 2010.

The German Coast Farmers' Market hereby agrees to implement the projects outlined in "EXHIBIT A" and provide the following reports and supporting documentation to the St. Charles Parish Department of Economic Development & Tourism:

- A weekly report, due by the close of business five (5) days after the Saturday market or the last weekly market operating day, containing cumulative totals of the preceding market's vendor sales figures, customer attendance, vendor attendance and vendors domiciled in St. Charles Parish.
- Results of an annual, "Peak-Season" survey of market patrons, due no later than September 1, 2010, documenting the customer's place of residence, customer's average expenditure per market visit, the customer's total number of market visits per calendar year, method of customer's market awareness and other information requested by the St. Charles Parish Department of Economic Development & Tourism.
- Quarterly Progress Reports, due thirty-one (31) calendar days after the end of each quarter, for each of the items listed in "EXHIBIT A."
- A Quarterly Accounting Report, due on the same days as the Quarterly Progress Reports, detailing the use of the St. Charles Parish grant proceeds.
- 2010 Annual Report containing a cumulative summary of market statistics, activities, and annual financial statements delivered to the St. Charles Department of Economic Development & Tourism by February 1, 2011.
- Other information, reports and documentation requested by the St. Charles Parish Department of Economic Development & Tourism.

St. Charles Parish, through the Department of Economic Development & Tourism, hereby agrees to provide \$30,000 in funding for the services listed in "EXHIBIT A." Funding for said projects shall be dispersed as follows:

- Fifty percent (50%) or \$15,000 within thirty (30) days of execution of this Agreement
- Twenty-five (25%) or \$7,500 no later than July 31, 2010
- Twenty-five (25%) or \$7,500 no later than October 31, 2010

German Coast Farmers' Market

St. Charles Parish

By: _____

By: _____

President

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

EXHIBIT A

The German Coast Farmers' Market (GCFM) agrees to provide the following:

- East & West Bank Farmers' Market Venues
The GCFM will operate and manage an East Bank Farmers' Market and a West Bank Farmers' Market for the purpose of providing local farmers and value added vendors a weekly venue to sell their produce.
- Seedling Program & Market Promotional Items
GCFM will continue to promote the Seedling Program and Industry Support Program as well as market promotional items as a revenue source for operating expenses of the market.
- Association of Retarded Citizens (ARC) Greenhouse Program
GCFM will provide a venue for the sale of vegetables grown hydroponically in the ARC greenhouse during the off-season, January to April when local vegetables are not in season.
- Louisiana Seniors Farmers Market Nutrition Program
GCFM will participate in the Program, administered by the Louisiana Department of Agricultural & Forestry (LDAF). GCFM will encourage eligible vendors to become certified. Council on Aging forwards eligible participant listing to LDAF. Eligible participants will receive \$16 in coupons to buy fresh fruits, vegetables and cut herbs from a certified vendor.
- Resident Business & Entrepreneurship Program
GCFM will work to increase vendor selling opportunities by developing and encouraging relationships with the Edible Enterprises Food Incubator Program and its tenants, local restaurants, retail outlets and the St. Charles Parish Public School System. The GCFM will offer technical assistance to vendors and entrepreneurs.
- Web Site-Internet Service
GCFM will facilitate maintenance of a web site to assist market vendors in advertising and promoting their products. GCFM will assist all market vendors by emailing a newsletter to market patrons.
- Tourism
GCFM will promote local tourist attractions and work with agencies to increase visitor attendance.
- Market Lagniappe
GCFM will regularly sponsor and offer market programs aiming to educate and entertain patrons. Lagniappe examples may include but are not limited to food demonstrations, live music, gardening seminars, and health and fitness educational opportunities.
- Grants, Donations, In-Kind Services
GCFM will proactively pursue grant opportunities and financial & in-kind donations to assist with defraying operating expenses.
- Heritage Education Initiative
GCFM will educate market visitors on the history of the German Coast, by displaying interpretive panels/signboards, which follow the stories of German Settlers. These panels will serve to educate visitors on the history of the immigration and settlement of the Coast.

2010-0116

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

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Professional Consulting Agreement between Providence Engineering and Environmental Group LLC and St. Charles Parish to render program administrative/management services in the implementation of the FEMA Hazard Mitigation Grant Program #1603c-089-0030, FEMA-1603-DR-LA, Project #0182, Elevation of 16 Structures.

WHEREAS, the Parish intends to implement the FEMA Hazard Mitigation Grant Program (HMGP) to elevate 16 Severe Repetitive Loss structures in St. Charles Parish in accordance with all local, state, and federal regulations governing the expenditure of the Parish's \$3,013,707.00 in HMGP funding from FEMA; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to render program administrative/management services in the implementation of said program; and,

WHEREAS, the cost of said services is reimbursable with the FEMA Hazard Mitigation Grant Program funding; and,

WHEREAS, the Parish has complied with Federal procurement regulations by conducting a qualifications based procurement process to select a qualified firm, including advertising a Request for Statements of Qualifications and Cost Proposals and forming a selection committee to evaluate respondents' qualifications to select the most qualified respondent; and,

WHEREAS, the results of the evaluation yielded Providence Engineering and Environmental Group LLC as the highest scoring respondent; and,

WHEREAS, the Parish desires to engage Providence Engineering and Environmental Group LLC to render program administrative/management services in the implementation of the FEMA Hazard Mitigation Grant Program; and,

WHEREAS, it is the desire of the Parish and Providence Engineering and Environmental Group LLC (Providence) to enter into an agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Consulting Agreement between Providence Engineering and Environmental Group LLC (Providence) and St. Charles Parish is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish, to take necessary action to complete this project, and to act on behalf of St. Charles Parish in all matters pertaining to this project.

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL CONSULTING AGREEMENT

Implementation FEMA Hazard Mitigation Grant Program #1603c-089-0030,

FEMA-1603-DR-LA, Project #0182

Elevation of 16 Structures

THIS AGREEMENT made and entered into the ____ day of _____, 2010, by and between ST. CHARLES PARISH, located at 15045 River Road, Hahnville, LA 70057, acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Providence Engineering and Environmental Group LLC (Providence) a Louisiana limited liability company, located at 1201 Main Street, Baton Rouge, LA 70802, acting herein by and through its Managing Partner, hereinafter called the CONSULTANT. Whereas the OWNER desires to employ a professional consulting firm to provide the services for the Elevation of 16 Structures as described herein.

I. GENERAL

A. The OWNER agrees to employ the CONSULTANT, and the CONSULTANT agrees to perform professional services as required. The CONSULTANT will conform to the requirements of the OWNER and to the standards of the agencies participating with the OWNER in the Project. The CONSULTANT will coordinate all work between the OWNER and all participating agencies and regulating agencies, if needed.

II. SERVICES OF THE CONSULTANT

A. Basic Consulting and Surveying Services

The CONSULTANT, upon authorization by the OWNER, shall provide the Consulting Services required and agreed to by the CONSULTANT, and to be paid by the OWNER.

B. The Project consists of the WORK DEFINED IN THE SCOPE OF WORK:

SCOPE OF WORK: This project, entitled Elevation of 16 Structures, shall include services specified in the Scope of Work attached hereto as Exhibit A.

III. SERVICES OF THE OWNER

- A. Provide full information to the CONSULTANT as per his requirements for the project.
- B. Assist the CONSULTANT in planning and performing the work by placing at his disposal all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities.
- C. Guarantee access to and make all provisions for the CONSULTANT to enter upon public property as required for performing the services.

IV. COMPENSATION

A. Compensation for Basic Consulting Services

- 1. For Basic Consulting Services described in Section II, Paragraph B, the OWNER shall pay the CONSULTANT a total contract amount shall not exceed \$12,000 per structure elevated. CONSULTANT shall submit its invoices for services rendered to the OWNER on a monthly basis. Compensation for each milestone of services completed per structure shall be as follows:

Milestone No.	Milestone Name	Milestone Percentage	Milestone Payment
#1	Construction Start-up	10%	\$1,200
#2	Foundation Completion	40%	\$4,800
#3	Elevation Completion	40%	\$4,800
#4	Issuance of Certificate of Occupancy or upon return of homeowner to structure, whichever comes first.	10%	\$1,200

V. OWNERSHIP OF DOCUMENT

- A. Documents including but not limited to drawings, computer files, and all other data prepared or obtained under the terms of this authorization shall become the property of the OWNER and shall be

made available for OWNER'S inspection at anytime during the project and shall be delivered to the OWNER prior to termination or final completion of the contract.

VI. TERMINATION

- A. This Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party.
- B. The CONSULTANT, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- C. The CONSULTANT shall, as soon as practical after receipt of notice of termination, but no later than 30 days after receipt of said notice, submit a statement showing in detail the services performed under this Agreement to the date of termination.
- D. The OWNER shall then pay the CONSULTANT promptly that portion of the prescribed fee which the services actually performed under this Agreement bear to the total services called for under the fee as have been previously made.

VII. COMPLIANCE WITH LAWS AND ORDINANCES

The CONSULTANT hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

VIII. SUCCESSORS AND ASSIGNS

This Contract is not assignable.

IX. INSURANCE

The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under

Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the amount of FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for one person and not less than FIVE HUNDRED THOUSAND AND NO/100 (\$500,000.00) for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the amount of FIFTY THOUSAND AND NO/100 (\$50,000.00) for each accident and not less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) aggregate.

The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the sum of TWO HUNDRED FIFTY THOUSAND AND NO/100 (\$250,000.00).

All certificates of insurance, attached hereto as Exhibit B, shall name OWNER as an insured, except on the professional liability insurance policy, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. The OWNER may examine the policies.

X. GENERAL

A. The CONSULTANT shall indemnify and save harmless the OWNER against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the CONSULTANT, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

XI. WARRANTY

CONSULTANT warrants that it will perform its services with the degree of skill and to the standard of care required of the Consulting profession to meet all Federal, State and Local requirements.

EXHIBIT A
SCOPE OF WORK

Consultant responsibilities may include, but are not limited to, the following:

- 1. Consultation with Property Owners**
 - a. Consult with owners of properties identified by the Parish to inform each owner of the process and schedule for the implementation of the grant and address any resulting concerns.
 - b. The selected consultant will make the consultation process as simple and streamlined as possible for the property owners.

- 2. Evaluation / validation of prospective vendors for homeowners**
 - a. It is the desire of St. Charles Parish to both;
 - 1) enable its property owners to retain the right to select a vendor of their choice to execute the home elevation and;
 - 2) ensure that our property owners are protected from predatory or undesirable business dealings. To that end, the selected consultant will:
 - i. Develop a set of criteria for evaluating home elevation firms in the greater New Orleans area for approval by St. Charles Parish.
 - ii. Utilize approved criteria to identify a list of capable firms for homeowners to choose from.

- 3. Communication**
 - a. Provide each property owner/participant with copies of any forms developed pursuant to the consultations including a document stating the proposed project cost and schedule.
 - b. Contact each property owner on a quarterly basis at minimum with an update on the project status and provide a monthly status report per property to the Parish.

- 4. Program Implementation**
 - a. The consultant shall oversee licensed qualified subcontractors in the performance of the work activities contained in the approved grant application which shall include the following:

ELEVATION OF STRUCTURES RECONSTRUCTION

- Meet with each property owner to ensure that the owner understands all policies and restrictions that affect the elevation of his or her property, and to collect any missing data. During the meeting ensure that the property owner understands the mitigation process in general, duplication of benefits (DOB), and all St. Charles Parish policies and procedures;
- Confirm information previously gathered remains valid and accurate;
- Ensure execution of the Statement of Voluntary Participation and Affidavit;
- Provide each property owner with a list of qualified contractors screened by the consultant and approved by the Parish. Encourage each property owner to seek at least three bids from qualified contractors on the list;

- Provide a construction contract for the property owner to execute with the elevation contractor they select. The contract must be pre-approved by the Parish and contain insurance requirements, payment milestones, and indemnify the Parish against legal action as a result of the implementation of the program. Instruct the property owner on the proper procedures to execute the contract with the elevation contractor they select;
- Arrange a meeting with the St. Charles Parish Dept. of Planning & Zoning, the property owner, and contractor to discuss construction permitting, code compliance, and inspections;
- Coordinate with the property owner for the completion and review of elevation plans, foundation designs, construction details, elevation certificates, permitting, and other specifications developed by participating homeowners;
- Facilitate the eligibility review of the proposed elevation by GOHSEP;
- Review, analyze and evaluate requests for change orders;
- Conduct public and individual meetings to assist homeowners with the program requirements;
- Coordinate with the Governor's Office of Homeland Security Emergency Preparedness and FEMA;
- Comply with all grant program mandates and documentation requirements;
- Conduct financial tracking of Program funds and payments;
- Inspect ongoing construction for compliance with program requirements and review and approve milestone payment requests from contractors for compliance with program requirements;
- Conduct final inspection and make adjustments (if required) and recommend when ready for final payment to the contractor; Assist the Parish in responding to information and data requests from State or FEMA officials;
- Develop and submit monthly progress reports to the Parish and State; the Parish report will be a detailed accounting listing the progress of the program as a whole and then by individual property after construction commences;
- Provide in progress reviews as required to keep the Parish informed including communications with the participants and a timeline reflecting projected and actual progress;
- With the assistance of the Parish, conduct public hearings and facilitate needed meetings, including, but is not limited to, such things as assisting with public notices, conducting hearings, et cetera;
- Assist the Parish in the preparation of the Requests for Reimbursement/Payment to ensure consistency with the procedures established for the Program;
- Assist the Parish in establishing project files. These files must demonstrate compliance with all applicable State, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the Parish's files;
- Attend and assist the Parish during the State's monitoring visit(s) and prepare the Parish's response to any monitoring findings;
- Assist the Parish in meeting the State's financial reporting requirements;
- Protect each property owner's right to privacy by restricting communication regarding the elevation of their respective property to only Parish Administrators, the property owner, their selected elevation contractor, the surveyor, GOHSEP, and FEMA. Parish approval must be obtained prior to communicating with any other individual/agency other than those aforementioned.
- Prepare any revisions to the HMGP application necessary to complete the implementation of the program and use of the funding awarded;
- Prepare grant close-out documents, if applicable.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID YG
PROVI-7

DATE (MM/DD/YY) /
03/11/10

PRODUCER
Arthur J. Gallagher
Risk Management Services, Inc.
235 Highlandia Dr. - Suite 200
Baton Rouge LA 70810
Phone: 225-292-3515 Fax: 225-292-3893

INSURED
Providence Engineering &
Environmental Group, LLC
Providence Holding, LLC
1201 Main St.
Baton Rouge LA 70802

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Peerless Insurance Co.	24198
INSURER B: New Hampshire Ins. Co.	23841
INSURER C: A 1 Specialty Lines Ins. Co.	26883
INSURER D:	
INSURER E:	

COVERAGES

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
C X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR BLANKET ADDTL INSURED FORM #90667/C112791 4/06 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PROP4547264	04/13/09	04/13/10	EACH OCCURRENCE: \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$ 300,000 MED EXP (Any one person): \$ 25,000 PERSONAL & ADV INJURY: \$ 1,000,000 GENERAL AGGREGATE: \$ 2,000,000 PRODUCTS - COM/PROP AGG: \$ 2,000,000 Pollution: Included
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8631492	04/13/09	04/13/10	COMBINED SINGLE LIMIT (Ea accident): \$ 1,000,000 BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT: \$ OTHER THAN AUTO ONLY: EA ACC: \$ AGG: \$
C X	EXCESS UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	PROU4547308	04/13/09	04/13/10	EACH OCCURRENCE: \$ 4,000,000 AGGREGATE: \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC 005144652	04/13/09	04/13/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE: \$ 1,000,000 E.L. DISEASE - POLICY LIMIT: \$ 1,000,000
C	Professional Liab Claims Made	PROP4547264	04/13/09	04/13/10	Ea Loss: 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder/owner is Additional Insured as respect to GL/AL/UMBR as required by written contract. Blanket Waiver of Subrogation as respects to GL/AL/WC/UMBR as required by written contract. Umbrella excludes professional liability.

CERTIFICATE HOLDER

STCHA-8

St. Charles Parish
15045 River Road
Hahnville LA 70057

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Diana Chitt

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



March 11, 2010

Scott Whelchel, Director
St. Charles Parish Dept. of Homeland Security
and Emergency Preparedness
P.O. Box 302
Hahnville, Louisiana 70057

Re: Contract

Dear Scott,

Please find enclosed original copy of the partially executed contract documents between Providence and St. Charles Parish.

If you should need anything else please feel free to call me at 225-766-7400.

We look forward to working with you in the near future!

Regards,



Mandy Nelson
Contracts Administrator

2010-0117

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
 CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIV. A
 SHELLEY M. TASTET, COUNCILMAN, DISTRICT II
 WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III
 LARRY COCHRAN, COUNCILMAN, DISTRICT V
 MARCUS M. LAMBERT, COUNCILMAN, DISTRICT VI
 DENNIS NUSS, COUNCILMAN, DISTRICT VII

ORDINANCE NO. _____

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

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

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

WHEREAS, the State of Louisiana has passed LRS 34:843 which gives local authority to deal with abandoned vessels in waterways.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances be amended by adding Section 5-5. Abandoned Vessels to Chapter 5 Boats, Docks and Waterways as follows:

Section 5-5. Abandoned Vessels.

(a)(1) The owner of any tug, towboat, barge, watercraft, ship, vessel, equipment, machinery, or any object of any kind or description, whether foreign or domestic, which has been left unattended, stored, junked, or abandoned in any canal, coulee, drainage ditch, outfall canal, bayou, bay, lake, or any other waterway, whether navigable or not, or on the banks thereof within the state of Louisiana, or the owner of any such object moored or tied off in a drainage ditch or canal, or in an outfall canal shall present a plan as provided herein to remove the object from the waterway or bank within thirty days after receipt of a written notice by St. Charles Parish Department of Planning and Zoning, to remove the object. In the event that the owner cannot be identified or located by the St. Charles Parish Department of Planning and Zoning, it shall publish in the official journal of the parish where the object is located, a notice that the object shall be removed by the Parish at any time after thirty calendar days of publication of the notice at the cost of the owner and shall be disposed of. If the object poses no immediate danger to life or property, the owner shall, within thirty days after receipt of notice by certified mail, present to the St. Charles Parish Department of Planning and Zoning, a plan for the removal of the object as soon as possible, considering factors of safety, cost, and efficiency in accomplishing the removal. St. Charles Parish Department of Planning and Zoning shall approve or reject the plan within thirty days from the date of submission by the owner.

(2) In the event the moored, tied off, unattended, stored, junked, or abandoned object poses immediate danger to life or property, it shall be removed by the owner immediately upon receipt of written or oral notice to remove. Any object within one hundred feet of a

drainage pump discharge station is presumed to be an immediate danger to life or property.

- (b)(1) In the event that a plan for removal of the object is not presented to the St. Charles Parish Department of Planning and Zoning, or a plan is not approved within the periods provided for in Paragraph A(1), then St. Charles Parish may have the object removed at the owner's cost and junk, discard, or otherwise dispose of the object or sell, exchange, or otherwise transfer ownership of the object to any person, corporation, or entity whatsoever for any price or consideration which the authority may deem advisable, or for no consideration, and apply the proceeds received, if any, to the cost of removing the object, and the balance, if any, shall become the property of St. Charles Parish.
- (2) In the event the object poses immediate danger to life or property and is not removed upon written or oral notice to remove as provided in Paragraph (a.) (2), or the owner cannot be identified or located, St. Charles Parish may cause the removal of the object at the owner's cost, risk, and expense, and may discard or otherwise dispose of the object, or sell, exchange, or otherwise transfer ownership of the object to any person, corporation, or entity whatsoever for any price or consideration which the St. Charles Parish may deem advisable, or for no consideration, and apply the proceeds received, if any, to the cost of removing the object, and the balance, if any, shall become the property of the St. Charles Parish.
- (c) The St. Charles Parish shall not be liable or responsible to the owner or other claimant of the object for any damage to or destruction of the object in connection with the removal, storage, sale, or other disposition of the object.
- (d) Whoever violates the provisions of this Section shall be fined five hundred dollars or imprisoned for not more than six months, or both.

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

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

Ordinance Book

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2010-0084

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

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of Agreement between Sizeler Thompson Brown Architects – Regional Design Group, LLC, and St. Charles Parish to provide architectural services for the new community center, located at 274 Sugarland Parkway in Luling, in the implementation of the Parish's Hurricane Gustav/Ike Community Development Block Grant (CDBG) Disaster Recovery Program.

WHEREAS, the Parish intends to implement its Hurricane Gustav/Ike CDBG Disaster Recovery Program, which involves the planning, programming, application, award, and implementation of one or more disaster recovery projects in accordance with all local, state, and federal regulations governing the expenditure of the Parish's \$4,809,266 in CDBG Disaster Recovery funding; and,

WHEREAS, the Parish desires to engage Sizeler Thompson Brown Architects – Regional Design Group, LLC to provide architectural services for the new community center, located at 274 Sugarland Parkway in Luling, in the implementation of the Parish's Hurricane Gustav/Ike CDBG Disaster Recovery Program; and,

WHEREAS, the cost of said services is reimbursable with the CDBG Disaster Recovery funding; and,

WHEREAS, it is the desire of the Parish and Sizeler Thompson Brown Architects – Regional Design Group, LLC to enter into an agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between Sizeler Thompson Brown Architects – Regional Design Group, LLC and St. Charles Parish is hereby approved.

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

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

**AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT made as of _____, 2010, between St. Charles Parish, 15045 River Road, Post Office Box 302, Hahnville, Louisiana, 70057 (OWNER) and Sizeler Thompson Brown Architects – Regional Design Group, LLC, 300 Lafayette Street, Suite 200, New Orleans, Louisiana, 70130 (ARCHITECT/ENGINEER).

OWNER desires to secure the services of the ARCHITECT/ENGINEER to prepare the preliminary engineering design required in the preparation of its CDBG-Disaster Recovery application package to secure funding to construct a community center located on lot 4B-1, Esperanza Business Park, Phase 1, 274 Sugarland Parkway in Luling, Louisiana, in facilitation of the St. Charles Parish Hurricanes Gustav/Ike Recovery Program; and, to administer and implement the design and construction of the project, if the OWNER is successful in securing CDBG-Disaster Recovery funding.

The General Scope of the Project is as follows:

St. Charles Parish Hurricanes Gustav/Ike Disaster Recovery Program: Architectural/Engineering services for the construction of a community center located on lot 4B-1, Esperanza Business Park, Phase 1, 274 Sugarland Parkway in Luling, Louisiana; including, but not limited to application services, basic design and bidding services, construction administration, Topographic Surveying, and full-time Resident Project Representation.

To implement the project, the following professional services will be required:

1. Preparation of cost estimates, scope narratives, maps, exhibits, etc. to assist in the preparation of a CDBG-Disaster Recovery Program, hereinafter known as "Application Services."
2. Preparation of design documents for Bidding and associated work related to Contract Administration, hereinafter known as "Basic Design Services."

OWNER and ARCHITECT/ENGINEER in consideration of their mutual covenants herein agree in respect of the performance of professional design services by ARCHITECT/ENGINEER and the payment for those services by OWNER as set forth below.

SECTION 1 - BASIC SERVICES OF ARCHITECT/ENGINEER

1.1. General:

1.1.1. ARCHITECT/ENGINEER shall provide for OWNER professional design services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as OWNER'S professional design representative for the Project, providing

professional consultation and advice and furnishing customary civil design and also provide interior and landscape design services, and topographic surveys (surveys, soil testing).

1.1.2. The ARCHITECT/ENGINEER shall not be authorized to proceed with Basic Services until written authorization to proceed is issued by the OWNER, and concurred by the CDBG Administrator.

1.2. Application Phase

ARCHITECT/ENGINEER shall assist the OWNER in the preparation of technical data for inclusion in the OCD-CDBG Disaster Recovery Application.

1.3. Design Phase:

During the Design Phase, ARCHITECT/ENGINEER shall:

1.3.1. Prepare Contract Documents (hereinafter called Drawings and Specifications) to show the general scope, extent and character of the work to be furnished and performed by CONTRACTOR. The general segments of work in this Phase are as typically denoted as: Schematic Submission, Design Development Submission, and Construction Documents Submission.

1.3.2. Prepare technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist OWNER in consultations with appropriate authorities. Prepare and assist OWNER in processing all applications for regulatory or federal, state, or local governmental approvals (State Fire Marshall, Department of Health and Hospitals, Local Permitting Agencies, etc.); except Wetland Corps of Engineer Section 404 Permit, if any, which if such are deemed to be determined to be necessary shall be considered as an Additional Service under 2.1.3.

1.3.3. Advise OWNER of the latest opinion of probable Total Project Costs caused by changes in general scope, extent or character or design requirements of the Project or Construction Costs. Furnish to OWNER an opinion of probable Total Project Costs based on the Drawings and Specifications.

1.3.4. ARCHITECT/ENGINEER shall determine the particular extent of subsurface geotechnical investigation, if any, that may be required for the project. ARCHITECT/ENGINEER shall secure a qualified geotechnical testing professional for the established scope of work. The ARCHITECT/ENGINEER shall consult with the OWNER as to what geotechnical firm best fits the particular needs for the project.

1.3.5. Prepare for review and approval by OWNER, its legal counsel and the CDBG Advisors, the contract agreement forms, general conditions and OCD-CDBG supplementary conditions, and bid forms, invitations to bid and instructions to bidders and assist in the preparation of other related documents.

1.3.6. Furnish two (2) copies of the Drawings, Specifications and detailed Estimate of Construction Cost and present and review them in person with OWNER. Furnish one (1) copy of the Drawings, Specifications and Estimate of Construction Cost to the CDBG Administrator.

1.3.7. ARCHITECT/ENGINEER shall give notice and contact owners of underground utilities or facilities (or the regional notification center, if such exists) of the proposed plan of improvements as provided in R.S. 38:2223. ARCHITECT/ENGINEER shall submit documentation of the notification effort to the OWNER and to the CDBG Administrator.

1.3.8. The duties during each of the two (2) separate Design Phases will be completed and Contract Documents and ARCHITECT/ENGINEER'S opinion of costs submitted in 120 calendar days of receipt of a Notice to Proceed from the OWNER. The OWNER reserves the right to grant an extension where the reasons for not meeting the required time frame were clearly beyond the control of the ARCHITECT/ENGINEER.

1.4. Bidding Phase: After authorization to proceed with the Bidding Phase, ARCHITECT/ENGINEER shall:

1.4.1. Assist OWNER in advertising for and obtaining bids for the contract for construction, materials, equipment and services. ARCHITECT/ENGINEER shall maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences (if applicable), and receive and process deposits for Bidding Documents. ARCHITECT/ENGINEER shall contact the CDBG Administrator to ensure that the latest wage rate determination as issued by the U.S. Department of Labor is included in the Bidding Documents.

1.4.2. Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents in accordance with R.S. 38:2212C. et. seq. Forward a copy of all addenda issued to the OWNER and the CDBG Administrator.

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

1.4.4. Consult with OWNER concerning and determine the acceptability of substitute materials and equipment proposed by CONTRACTOR when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.4.5. ARCHITECT/ENGINEER shall contact the OCD-CDBG Administrator at least ten (10) days before the date of receipt of bids to verify if any modifications to wage rates have been issued by the U. S. Department of Labor (i.e. "ten day call"). If a modification has been issued, ARCHITECT/ENGINEER shall prepare and issue an addendum to notify bidders of the modification.

1.4.6. Attend the bid opening, prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment and services; prepare official recommendation of award with bid tabulation and forward to OWNER and the CDBG Administrator. Before issuance of the recommendation of award letter, ARCHITECT/ENGINEER shall work with the CDBG Administrator to verify that the low bidder is not on the HUD list of debarred or ineligible contractors. After award by the OWNER, secure a certified copy of the award resolution or ordinance and forward to the CDBG Administrator.

1.5. Construction Phase: During the Construction Phase:

1.5.1. General Administration of Construction Contract: ARCHITECT/ENGINEER shall consult with and advise OWNER and act as OWNER'S representative as provided in the General Conditions of the Construction Contract. All of OWNER'S instructions to CONTRACTOR(S) will be issued through the ARCHITECT/ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said General Conditions except as otherwise provided in writing.

1.5.2. ARCHITECT/ENGINEER shall make written recommendation to the OWNER for the number and type of quality control testing required for the project; and secure a third party qualified testing laboratory for the estimated scope of services. The ARCHITECT/ENGINEER shall consult with the OWNER as to what third party qualified testing laboratory best fits the particular needs for the project.

1.5.3. ARCHITECT/ENGINEER shall route Contracts for Construction between the OWNER and CONTRACTOR for signatures and shall prepare "conformed" copies of the Construction Contract Documents for distribution as follows:

- OWNER-2 sets
- CONTRACTOR-2 sets
- ARCHITECT/ENGINEER-1 set
- OCD-CDBG-1 set

1.5.3.1. The "conformed" copies shall include the executed Agreement, Bonds, Certificates of Insurance, the Notice to Proceed; Addenda (if any), completed Non-Collusion Affidavit, Wage Rates, Section 3 Plans, and the Segregated Facilities Certification.

1.5.4. ARCHITECT/ENGINEER shall coordinate, schedule and conduct the Preconstruction Conference. The CDBG Administrator shall be invited to attend the Conference to assist in outlining specific obligations related to CDBG regulations. ARCHITECT/ENGINEER shall prepare minutes of the Conference and distribute to the OWNER, CONTRACTOR, and CDBG Administrator.

1.5.5. ARCHITECT/ENGINEER shall assist the OWNER in the issuance of the Notice to Proceed to the CONTRACTOR. A copy of the Notice to Proceed shall be copied to the OWNER and the CDBG Administrator, in addition to the CONTRACTOR.

1.5.6. ARCHITECT/ENGINEER shall assist OWNER in recordation with the Clerk of Court the following:

- Executed Construction Contract
- Performance Bond
- Payment Bond

The cost for the recordation expense shall be paid for by the OWNER. A copy of the transmittal letter to the Clerk of Court shall be copied to the OWNER and the CDBG Administrator.

1.5.7. Visits to Site and Observation of Construction: In connection with observations of the work of CONTRACTOR while it is in progress:

1.5.7.1. ARCHITECT/ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ARCHITECT/ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contract work, however in no case shall such visits be less than once per week while work is being performed. Based on information obtained during such visits and on such observations, ARCHITECT/ENGINEER shall endeavor to determine, in general, if such work is proceeding in accordance with the Contract Documents and ARCHITECT/ENGINEER shall keep OWNER informed of the progress of the work.

1.5.7.1.1. As a Professional Service supplemental to Design Services, ARCHITECT/ENGINEER shall provide the services of a Field Project Representative at the site to assist ARCHITECT/ENGINEER and to provide more expanded observation of such work. The Project Representative (and any assistants) will be ARCHITECT/ENGINEER'S agent or employee and under ENGINEER'S supervision. The Project Representative will be on-site to verify and observe construction on a part-time basis as required by the specific stage of construction or scheduled construction activities.

1.5.7.2 The purpose of ARCHITECT/ENGINEER'S visits to the site will be to enable ARCHITECT/ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ARCHITECT/ENGINEER during the Construction Phase, and, in addition, by exercise of ARCHITECT/ENGINEER'S efforts as an experienced and qualified design professional, to provide for OWNER greater degree of confidence that the completed work of CONTRACTOR will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by CONTRACTOR. On the other hand, ARCHITECT/ENGINEER shall not, during such visits or as a result of such observations of CONTRACTOR'S work in progress, supervise, direct or have control

over CONTRACTOR'S work nor shall ARCHITECT/ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by CONTRACTOR, for safety precautions and programs incident to the work of CONTRACTOR or for any failure of CONTRACTOR to comply with laws, rules, regulations, ordinances, codes or orders applicable to CONTRACTOR furnishing and performing their work. Accordingly, ARCHITECT/ENGINEER can neither guarantee the performance of the construction contracts by CONTRACTOR nor assume responsibility for CONTRACTOR'S failure to furnish and perform their work in accordance with the Contract Documents.

1.5.7.3. Each site visit made by the ARCHITECT/ENGINEER shall be documented by photographs and notes of observations of progress made denoting general number of workers present, activities completed, areas of concern, etc. The photographs and observations shall be included in a Site Visit Report with the Reports forwarded electronically, no less than monthly, to the OWNER and the CDBG Administrator for review and filing.

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

1.5.9. Interpretations and Clarifications: ARCHITECT/ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders as required. All change orders are to be routed to the CDBG Administrator for review and acknowledgement prior to routing to the OWNER for approval.

1.5.10. Shop Drawings: ARCHITECT/ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which CONTRACTOR is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.

1.5.11. Substitutes: ARCHITECT/ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by CONTRACTOR.

1.5.12. Vehicle Travel Mileage, Long Distance Calls, Postage, Express Mail: The costs associated with vehicle travel mileage (for ARCHITECT/ENGINEER and Consultants); long distance calls, postage, express mailing, etc., shall be considered as a component of the Basic Services fee and included in the lump sum fees provided for in Section 5.1.1 and Section 5.1.2.

1.5.13. Disputes Between OWNER and CONTRACTOR: ARCHITECT/ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability

of the work thereunder and make decisions on all claims of OWNER and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ARCHITECT/ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

1.5.14. Applications for Payment: Based on ARCHITECT/ENGINEER'S on-site observations as an experienced and qualified design professional, and on review of applications for payment and the accompanying data and schedules:

1.5.14.1. ARCHITECT/ENGINEER shall determine the amounts owing to CONTRACTOR and recommend in writing payments to CONTRACTOR in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of ARCHITECT/ENGINEER'S knowledge information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ARCHITECT/ENGINEER'S recommendations of payment will include final determinations or quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

1.5.14.2. By recommending any payment ARCHITECT/ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ARCHITECT/ENGINEER to check the quality or quantity of CONTRACTOR'S work as it is furnished and performed beyond the responsibilities specifically assigned to ARCHITECT/ENGINEER in this Agreement and the Contract Documents. ARCHITECT/ENGINEER'S review of CONTRACTOR'S work for the purposes of recommending payments will not impose on ARCHITECT/ENGINEER responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or CONTRACTOR'S compliance with laws, rules, regulations ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on ARCHITECT/ENGINEER to make any examination to ascertain how or for what purposes any CONTRACTOR has used any moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between OWNER and CONTRACTOR that might affect the amount that should be paid.

1.5.15. Processing for Payment: Approved applications for payment shall be forwarded to the OWNER for payment; with a copy of the ARCHITECT/ENGINEER's transmittal letter along with a copy of the approved application for payment also submitted to the OCD-CDBG Administrator.

1.5.16. Quality Control Testing Invoices: ARCHITECT/ENGINEER shall also review and approve for payment any invoices submitted for quality control testing, with approved invoices forwarded to the OWNER as well as to the OCD-CDBG Administrator.

1.5.17. CONTRACTOR'S Completion Documents: ARCHITECT/ENGINEER shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by CONTRACTOR in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the result certified indicate compliance with, the Contract Documents); and shall transmit them to OWNER with written comments.

1.5.18. Substantial/Final Completion Inspections: ARCHITECT/ENGINEER shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable so that ARCHITECT/ENGINEER may recommend, in writing, final payment to CONTRACTOR and may give written notice to OWNER and the CONTRACTOR that the work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 1.5.14.2.

1.5.18.1. The ARCHITECT/ENGINEER shall prepare a list of items (Punch List) for correction or completion, together with an assigned dollar value. The ARCHITECT/ENGINEER shall follow the provisions of R.S. 38:2241.1 regarding acceptance of a project. Copies of the Punch List, along with documentation to the recommending substantial completion acceptance, shall be forwarded to the OWNER and the CDBG Administrator.

1.5.19. Record Prints: ARCHITECT/ENGINEER shall provide two (2) final stamped sets of record prints of the project drawings, each set in paper copy and electronic copy in Auto CADD format (release 2000 or later) and in PDF format titled to reflect "as built", showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by CONTRACTOR to ARCHITECT/ENGINEER and which ARCHITECT/ENGINEER considers significant. One (1) set shall be for the OWNER'S Project files and one (1) set submitted to the CDBG Administrator.

1.5.20. Final Payments: As provided for in R.S. 38:2241.1, ARCHITECT/ENGINEER shall review and approve completion of Punch List items remaining after acceptance and shall certify approval of final payment to the CONTRACTOR. The final release of any retained funds shall not be made until receipt of a clear lien certificate secured from the Clerk of Court after the statutory lien period has expired. A copy of the final application for payment, with acknowledgement of completion of Punch List items and attachment of the clear lien certificate shall be forwarded to the OWNER and a copy to the CDBG Administrator for initiation of final payment and close out.

1.5.21. Warranty Follow Up: The ARCHITECT/ENGINEER shall be required to follow-up on items to be corrected during the statutory one (1) year warranty period and shall arrange for and

conduct on site reviews as deemed reasonable to determine that the work is satisfactorily completed.

1.5.22. Limitation of Responsibilities: ARCHITECT/ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or of any subcontractor or supplier, or any of the CONTRACTOR'S or subcontractor's or supplier's agents or employees or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the CONTRACTOR'S work; however, nothing contained in paragraphs 1.5.1 through 1.5.21 inclusive, shall be construed to release ARCHITECT/ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ARCHITECT/ENGINEER in the Contract Documents.

SECTION 2 - ADDITIONAL SERVICES OF ARCHITECT/ENGINEER

2.1. Services Requiring Authorization in Advance:

If authorized in writing by OWNER, ARCHITECT/ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.9, inclusive. These services are not included as part of Basic Services, unless specifically noted otherwise. These services will be paid for by OWNER as indicated in Section 5.

2.1.1. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER, field surveys for design (Topographical Surveys) purposes, and Geotechnical and Testing Services. This service does not include surveys and staking (Construction Staking) to enable CONTRACTOR to proceed with the work and providing other special field surveys during construction of the project.

2.1.2. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, OWNER'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ARCHITECT/ENGINEER'S control.

2.1.3. Services to prepare permits for work within designated Wetlands, including delineation services, Corps of Engineers 404 permit filings and responses, etc.

2.1.4. Furnishing services of independent professional associates and consultants for other than Basic Services (which include, but are not limited to, customary civil, structural, mechanical and electrical design and customary architectural and engineering design incidental thereto); and providing data or services of the types described in paragraph 3.4 when OWNER employs ARCHITECT/ENGINEER to provide such types described in paragraph 3.4.

2.1.5. Services during out-of-town travel required of ARCHITECT/ENGINEER other than visits to the site or OWNER'S office as required by Section 1.

2.1.6. Providing any type of property survey services needed for the transfer of interests in real property.

2.1.7. Preparation of operating, maintenance, and staffing manuals to supplement Basic Services.

2.1.8. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.9. Additional services in connection with the Project, including services which are to be furnished by OWNER in accordance with Article 3, and services not otherwise provided for in this Agreement.

2.2. Required Additional Services:

When required by the Contract Documents for circumstances beyond ARCHITECT/ENGINEER'S control, ARCHITECT/ENGINEER shall furnish or obtain from others, as circumstances require during construction and without waiting for specific authorization from OWNER, Additional Services of the types listed in paragraphs 2.2.1 through 2.2.2, inclusive. These services are not included as part of Basic Services. ARCHITECT/ENGINEER shall advise OWNER promptly after starting any such Additional Services which will be paid for by OWNER as indicated in Section 5.

2.2.1. Services in connection with work directive changes and change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.

2.2.2. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause/force majeure during construction, (2) a significant amount of defective or neglected work of any CONTRACTOR, (3) acceleration of the progress schedule involving services beyond normal working hours, and (4) default by any CONTRACTOR.

SECTION 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of ARCHITECT/ENGINEER:

3.1. Designate a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER'S policies and decisions with respect to ARCHITECT/ENGINEER'S services for the Project.

- 3.2. Provide all criteria and full information as to OWNER'S requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- 3.3. Assist ARCHITECT/ENGINEER by placing at ARCHITECT/ENGINEER'S disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- 3.4. Furnish to ARCHITECT/ENGINEER, as required for performance of ARCHITECT/ENGINEER'S Basic Services the following:
- 3.4.1. Data prepared by or service of others, including without limitation geotechnical borings, probings, and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
- 3.4.2. Appropriate professional interpretations of all of the foregoing;
- 3.4.3. Environmental assessment and impact statements;
- 3.4.4. Property, boundary, easement, right-of-way, topographic and utility surveys;
- 3.4.5. Property descriptions;
- 3.4.6. Zoning, deed and other land use restriction; and
- 3.4.7. Other special data or consultations not covered in Section 2; all of which ARCHITECT/ENGINEER may use and rely upon in performing services under this Agreement.
- 3.5. Provide design surveys to establish reference points for construction to enable CONTRACTOR to proceed with the layout of the work.
- 3.6. Arrange for access to and make all provisions for ARCHITECT/ENGINEER to enter upon public and private property as required for ARCHITECT/ENGINEER to perform services under this Agreement.
- 3.7. Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ARCHITECT/ENGINEER, obtain advise of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the service of ARCHITECT/ENGINEER.
- 3.8. Furnish copies of any approval or denial responses to ARCHITECT/ENGINEER for permit applications to from all governmental authorities having jurisdiction over the Project.

3.9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or ARCHITECT/ENGINEER may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by CONTRACTOR, such auditing service as OWNER may require to ascertain how or for what purpose any CONTRACTOR has used the moneys paid under the construction contract, and such inspection services as OWNER may require to ascertain that CONTRACTOR is complying with any law, rule, regulation, ordinance, code or order applicable to its furnishing and performing the work.

3.10. Attend the pre-bid conference, bid opening, pre-construction conferences (if any), construction progress and other job related meetings and substantial completion inspections and final payment inspections.

3.11. Give prompt written notice to ARCHITECT/ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ARCHITECT/ENGINEER'S services, or any defect or non-conformance in the work of CONTRACTOR.

3.12. Furnish, or direct ARCHITECT/ENGINEER to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

SECTION 4 - PERIODS OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for ARCHITECT/ENGINEER'S services provided for elsewhere in the Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase. ARCHITECT/ENGINEER'S obligation to render services hereunder will extend for a period which may reasonable be required for the design, award of contracts, construction and initial operation of the Project including extra work and required extensions thereto.

4.2. ARCHITECT/ENGINEER'S services under Application and Design Phase shall be considered complete at the date when the submissions are delivered to OWNER for final acceptance, plus in each case such additional time as may be considered reasonable for obtaining approval of governmental authorities having jurisdiction to approve the design of the Project.

4.3. After acceptance by OWNER of the ARCHITECT/ENGINEER'S Drawings, Specifications and other Design Phase documentation including the most recent opinion of probable Total Project Costs and upon authorization to proceed, ARCHITECT/ENGINEER shall proceed with performance of the services call for in the Bidding Phase. This Phase shall terminate and the services to be rendered thereunder shall be considered complete upon commencement of the Construction Phase.

4.4. The Construction Phase will commence with the execution of the contract to be executed for the work of the Project or any part thereof, or upon execution and delivery of the Notice to

Proceed, at the option of the OWNER, and will terminate upon written recommendation by ARCHITECT/ENGINEER of final payment.

4.5. If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of ARCHITECT/ENGINEER'S services shall be adjusted equitably.

SECTION 5 - PAYMENTS TO ARCHITECT/ENGINEER

5.1. Methods of Payment for Services and Expenses of ARCHITECT/ENGINEER:

5.1.1. For Basic Services: OWNER shall pay ARCHITECT/ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. Design Services:

5.1.1.1.1. St. Charles Parish Hurricanes Gustav/Ike Disaster Recovery Program: Architectural/Engineering services for the construction of the community center; a lump sum fee of Three Hundred Thirty Nine Thousand, Eight Hundred Twenty Five Dollars even (\$339,825.00) for all Basic Services (except services of ARCHITECT/ENGINEER'S Project Representative and assistants furnished under Paragraph 1.5.7.1.1), which lump sum fee was calculated on estimated man hours indicated in EXHIBIT "C".

5.1.1.2. Project Representation Services:

5.1.1.2.1. St. Charles Parish Hurricanes Gustav/Ike Disaster Recovery Program: the construction of the community center; for services of ARCHITECT/ENGINEER'S Project Representative and assistants furnished under Paragraph 1.5.7.1.1, for services rendered by employees assigned to Project representation, a lump sum fee of Sixty Two Thousand, One Hundred Forty Dollars even (\$62,140.00), which lump sum fee was calculated on estimated man hours indicated in EXHIBIT "D".

5.1.2. Payment Schedule: Payment for services rendered shall be made after completion of the following Phases of work at the stated percentages:

- Application Phase 5%
- Schematic Design Phase 10%
- Design Development Phase 15%
- Construction Documents Phase 45%
- Bidding Phase 5%
- Construction Phase..... 15%
- Closeout 5%

5.1.3. For Additional Services: OWNER shall pay ARCHITECT/ENGINEER for Additional Services rendered under Section 2 as follows:

5.1.3.1. General: For Additional Services of ARCHITECT/ENGINEER'S principals and employees engaged directly on the Project and rendered pursuant to paragraph 2.1 or 2.2 (except services as a consultant or witness under paragraph 2.1.8), on the basis of ARCHITECT/ENGINEER'S Standard Hourly Rate Charges, included herein and as set forth in Exhibit B – "ARCHITECT/ENGINEER's Per Diem Charges, 2010".

5.1.3.2. Professional Associated and Consultants: For services and Reimbursable Expenses for independent professional associates and consultants employed by ARCHITECT/ENGINEER to render Additional Services pursuant to paragraph 2.1. or 2.2, the amount billed to ARCHITECT/ENGINEER therefore times a factor of 1.10.

5.1.3.2.1. St. Charles Parish Hurricanes Gustav/Ike Disaster Recovery Program: the construction of the community center; for services rendered by ARCHITECT/ENGINEER in accordance with paragraph 2.1.1, a lump sum fee of Five Thousand Nine Hundred Twenty Dollars even. (\$5,920.00) for all related Topographic Surveying Services, which lump sum fee was calculated on estimated man hours indicated in EXHIBIT "E".

5.1.3.2.2. St. Charles Parish Hurricanes Gustav/Ike Disaster Recovery Program: the construction of the community center; for services rendered by ARCHITECT/ENGINEER in accordance with paragraph 2.1.1, a lump sum fee of Fifty Two Thousand Dollars even. (\$52,000.00) for all related Geotechnical and Testing Services, which lump sum fee was calculated on estimated man hours indicated in EXHIBIT "F".

5.1.3.3. Serving as a Witness: For services rendered by ARCHITECT/ENGINEER'S principals and employees as consultants or witnesses in any litigation, arbitration, or other legal or administrative proceedings in accordance with paragraph 2.1.8, at the rate of One Thousand Five Hundred Sixty Dollars even. (\$1,560.00) per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceedings will be on the basis provided in paragraph 5.1.3.1). Compensation for ARCHITECT/ENGINEER'S independent professional associates and consultants will be on the basis provided in paragraph 5.1.3.2.

5.1.4. For Reimbursable Expenses: In addition to payments provided for in paragraphs 5.1.1 and 5.1.3, OWNER shall pay ARCHITECT/ENGINEER the actual costs of the following Reimbursable Expenses: (1) Reproduction of Plans and Specifications for Bidding and Contract Purposes unless paid for by prospective bidders and/or contractors (Reproduction Costs for OWNER/OCD reviews, permitting, and Record Drawings shall be included in the Basic Services lump sum fee); and (2) Fee charged by any regulatory or review agencies.

5.2. Times of Payments:

5.2.1. ARCHITECT/ENGINEER shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon ARCHITECT/ENGINEER'S estimate of the proportion of the total services complete at the time of billing. OWNER shall make prompt monthly payments (no later than 60 days following receipt of ARCHITECT/ENGINEER'S statements by OWNER) in response to ARCHITECT/ENGINEER'S monthly statements.

5.3. Other Provisions Concerning Payments:

5.3.1. In the event of termination by OWNER under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ARCHITECT/ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by OWNER during any phase of the Basic Services, ARCHITECT/ENGINEER will be paid for services rendered during that phase on the basis of ARCHITECT/ENGINEER'S hourly time charged during that phase to date of termination by ARCHITECT/ENGINEER'S principals and employees engaged directly on the Project. In the event of any such termination, ARCHITECT/ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ARCHITECT/ENGINEER to render Basic Services, and paid for all unpaid Additional Services and Reimbursable Expenses, plus all termination expenses.

5.3.2. Records of ARCHITECT/ENGINEER'S hourly time charge pertinent to ARCHITECT/ENGINEER'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If provisions of termination are instituted, copies at time charges will be made available to OWNER, at cost and on request, prior to final payment for ARCHITECT/ENGINEER'S services.

5.4. Definitions:

5.4.1. Reimbursable Expenses mean the actual expenses incurred by ARCHITECT/ENGINEER for (1) Reproduction of Drawings and Specifications for Bidding and Contracting purposes; and, (2) Permitting or review fees charged by regulatory agencies.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Construction Cost:

The construction cost of the entire project (herein referred to as "Construction Cost") means the total cost to OWNER of those portions of the entire Project designed and specified by ARCHITECT/ENGINEER, but it will not include ARCHITECT/ENGINEER'S compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to, properties unless this Agreement so specifies, nor will it include OWNER'S legal, accounting, insurance counseling or auditing services, or the cost of other services to be provided by others to OWNER.

6.2. Opinions of Cost:

6.2.1. Since ARCHITECT/ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the CONTRACTOR(S) methods of determining prices, or over competitive bidding or market conditions, ARCHITECT/ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of ARCHITECT/ENGINEER'S experience and qualifications and represent ARCHITECT/ENGINEER'S best judgment as an experienced and qualified professional ARCHITECT/ENGINEER, familiar with the construction industry; but ARCHITECT/ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ARCHITECT/ENGINEER.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination:

Provisions for Termination which are covered in Exhibit A – "Federal and State Requirements" are hereby superseded with the following paragraphs.

7.1.1. The terms of this contract shall be binding upon the parties hereto until the work has been completed and accepted by the OWNER and all payments required to be made to the ARCHITECT/ENGINEER have been made; but this contract may be terminated under any or all of the following conditions.

1. By mutual agreement and consent of the parties hereto.
2. By the OWNER as a consequence of the failure of the ARCHITECT/ENGINEER to comply with the terms, progress or quality of work in a satisfactory manner, proper allowance being made for circumstances beyond the control of the ARCHITECT/ENGINEER.
3. By either party upon failure of the other party to fulfill its obligations as set forth in this contract.
4. In the event of the abandonment of the project by the OWNER.
5. In the event the ARCHITECT/ENGINEER does not maintain a valid Louisiana Engineering License.
6. The OWNER may terminate this contract at any time for the OWNER's convenience by giving at least ten (10) days notice in writing to the ARCHITECT/ENGINEER. If the contract is terminated by the OWNER as provided herein, the ARCHITECT/ENGINEER will be paid for the time provided and expenses incurred up to the termination date.

7.1.2. This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein.

7.1.3. Upon termination the ARCHITECT/ENGINEER shall be paid for actual work performed prior to the notice of termination on a pro-rata share of the basic fee based on the phase or percentage of work actually completed. Notwithstanding any other provision contained herein, the release, defense, indemnity obligations, allocation of risks contained herein and all corresponding insurance shall survive any termination of this agreement.

7.2. Reuse of Documents:

All documents including Drawings and Specifications prepared or furnished by ARCHITECT/ENGINEER pursuant to this Agreement shall remain the property of the OWNER as provided by LA.RS 38:2317. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or adaption by ARCHITECT/ENGINEER for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to ARCHITECT/ENGINEER, or to ARCHITECT/ENGINEER'S independent professional associates or consultants, and OWNER shall indemnify and hold harmless ARCHITECT/ENGINEER and ARCHITECT/ENGINEER'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys fees arising out of or resulting therefrom. Should OWNER decide to use such documents for another project without engaging the services of the ARCHITECT/ENGINEER, OWNER shall remove or obliterate from all construction documents all identification of the original designer such as professional stamps and seals, legends, or similar information. The ARCHITECT/ENGINEER shall not be liable for injury or damage resulting from any re-use of plans, designs, specifications, or other construction documents by the OWNER, if the ARCHITECT/ENGINEER is not also involved in the re-use project.

7.3. Insurance:

7.3.1. ARCHITECT/ENGINEER shall furnish to the OWNER, and to the CDBG Administrator, proof of insurance coverage for the following:

7.3.1.1. Professional Liability Coverage: Limits of liability no less than \$3,000,000.

7.3.1.2. Comprehensive General Liability Insurance: Minimum limits of \$1,000,000 per accident/occurrence, or as provided in the latest edition of the manual "Louisiana Capital Improvement Projects Procedure Manual for Design and Construction," whichever is greater. OWNER shall be named as an additional insured to the extent of the indemnity obligations, liabilities, and risks assumed by the ENGINEER in this agreement.

7.3.1.3. Comprehensive Automobile Liability Insurance: Minimum limits of \$1,000,000 per accident/occurrence.

7.3.1.4. Worker's Compensation: As provided by state statute.

7.3.1. All certificates of insurance shall be furnished to the OWNER and to the CDBG Administrator, and shall provide that insurance shall not be canceled without thirty (30) days prior written notice of cancellation given to the OWNER. ARCHITECT/ENGINEER shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. St. Charles Parish shall be named as an additional insured on general liability insurance policies. For all purposes under Louisiana law, the principals of this contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

7.3.1.1. Certificates of Insurance: Certificates denoting coverage as provided above is included herein as "Exhibit H - Certificates of Professional Liability Insurance and General Liability Insurance, Etc."

7.4. Successors and Assigns:

7.4.1. OWNER and ARCHITECT/ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of OWNER and ARCHITECT/ENGINEER (and to the extent permitted by paragraph 7.4.2) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.4.2. Neither OWNER nor ARCHITECT/ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assigner from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ARCHITECT/ENGINEER from employing such independent professional associates and consultants as ARCHITECT/ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.4.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than OWNER and ARCHITECT/ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ARCHITECT/ENGINEER and not for the benefit of any other party.

7.5. Non-Collusion Affidavit: The executed Non-Collusion Affidavit as provided for by R.S. 38:2224 is included herein as Exhibit G - "Non Collusion Affidavit."

7.6. Governing Law/Venue/Jurisdiction: This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Louisiana without giving effect to any choice or conflict of law provision or rule (whether of the State of Louisiana or any other

jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Louisiana. Proper venue and jurisdiction for all lawsuits, arbitration, mediation, claims, disputes, and other matters in questions between the parties to this agreement or any breach thereof, shall be in the 29th Judicial District Court for the Parish of St. Charles, State of Louisiana.

7.7. Indemnification: ARCHITECT/ENGINEER agrees to defend, indemnify fully, and hold harmless at ARCHITECT/ENGINEER's sole expense OWNER, its officers, directors, and employees (herein collectively referred to as "OWNER") from and against all losses, claims and causes of action for personal injury, death or property damage brought by any person and caused by the negligent or willful act or omission of ARCHITECT/ENGINEER, its officers, directors, employees, or subcontractors.

OWNER agrees to defend, indemnify fully, and hold harmless at OWNER's sole expense ARCHITECT/ENGINEER, its officers, directors, and employees (herein collectively referred to as "ARCHITECT/ENGINEER") from and against all losses, claims and causes of action for personal injury, death or property damage brought by any person and caused by the negligent or willful act or omission of OWNER, its officers, directors, or employees.

7.8. Solicitation: The ARCHITECT/ENGINEER warrants that he/she/it has not employed or retained any company or person, other than a bona-fide employee working solely for the ARCHITECT/ENGINEER, to solicit or secure this contract, and that they have not paid or agreed to pay any company or person, other than bona-fide employees working solely for the ARCHITECT/ENGINEER, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the OWNER shall have the right to annul this contract without liability.

7.9. Notices: All notices, requests, demands, claims, and other communications hereunder will be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given if (and then five (5) business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the intended recipient. Any Party may send any notice, request, demand, claim, or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such notice, request, demand, claim, or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

7.10. Amendments and Waivers: No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by the Parties. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7.11. Severability: Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

7.12. Construction: The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

7.13. Specific Performance: Each of the Parties acknowledges and agrees that the other Parties would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the Parties agrees that the other Parties shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof, in addition to any other remedy to which they may be entitled, at law or in equity.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1. This Agreement is subject to the following special provisions:

8.1.1. Special provisions are included under this Agreement as Exhibit "A"--"Special Provisions to Contract for Professional Service - Federal and State Requirements."

8.2. The following Exhibits are attached to and made a part of this Agreement:

8.2.1. Exhibit A--"Special Provisions to Contract for Professional Services -Federal and State Requirements."

8.2.2. Exhibit B--"ARCHITECT/ENGINEER's Per Diem Charges -2010."

8.2.3. Exhibit C--"Basic Design Services-Cost or Price Summary."

8.2.4. Exhibit D--"Project Representation Services-Cost or Price Summary."

8.2.5. Exhibit E--"Topographic Surveying Services-Cost or Price Summary."

8.2.6. Exhibit F- "Geotechnical and Testing Services-Cost or Price Summary."

8.2.7. Exhibit G--"Non-Collusion Affidavit" (Regarding R.S. 38:2224).

8.2.8. Exhibit H--"Certificates of Professional Liability Insurance, General Liability Insurance, Etc."

8.3. This Agreement together with any Exhibits and schedules identified above constitute the entire agreement between OWNER and ARCHITECT/ENGINEER and supersede all prior written or oral understandings. This Agreement and said Exhibits and schedules may only be amended, supplemented, modified or canceled by a duly executed written instrument.

8.4. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

8.5. This Agreement is executed in Four (4) originals.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Witness

ST. CHARLES PARISH

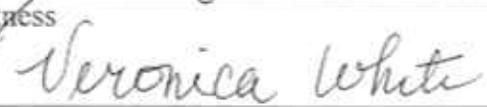
Witness

BY: _____
V. J. St. Pierre, Jr., Parish President



Witness

SIZELER THOMPSON BROWN ARCHITECTS
- REGIONAL DESIGN GROUP, LLC



Witness

BY: 
Thomas M. Brown, Principal

EXHIBIT A
Special Provisions to Contract for Professional Services—Federal and State Requirements

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5. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES
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1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
 (applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the Contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or

purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NONSEGREGATED FACILITIES**
(applicable to contracts and subcontracts over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The Contractor shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

5. **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

6. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**
(applicable to contracts and subcontracts over \$10,000)

- A. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director,

provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- E. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

8. **AGE DISCRIMINATION ACT OF 1975**

The Contractor shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

9. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**
(applicable to contracts and subcontracts exceeding \$100,000)

The Contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the owner, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of

Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

10. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

11. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

12. INSPECTION

The authorized representative and agents of the State of Louisiana and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

13. REPORTING REQUIREMENTS

The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Owner.

14. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

15. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the Contractor agrees as follows:

- A. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed,

and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- B. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.

16. PATENTS

- A. The Contractor shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the Owner, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- C. If the Contractor uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

17. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the Contractor for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner.

18. TERMINATION FOR CAUSE

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Owner shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Owner, become the Owner's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the contract by the Contractor, and the Owner may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Owner from the Contractor is determined.

19. TERMINATION FOR CONVENIENCE

The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

20. ENERGY EFFICIENCY

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

21. SUBCONTRACTS

- A. The Contractor shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of the Contractor's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the Contractor.
- C. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the Contractor by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the

Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.

- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

22. DEBARMENT, SUSPENSION, AND INELIGIBILITY

The Contractor represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

23. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

24. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

25. CHANGES

The Owner may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation which are mutually agreed upon by and between the Owner and the Contractor, shall be incorporated in written and executed amendments to this Contract.

26. PERSONNEL

The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

27. ANTI-KICKBACK RULES

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

28. ASSIGNABILITY

The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner provided that claims for money due or to become due the Contractor from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Owner.

29. INTEREST OF CONTRACTOR

The Contractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

30. POLITICAL ACTIVITY

The Contractor will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

31. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

32. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

33. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential, and the Contractor agrees that they shall not be made available to any individual or organization without prior written approval of the Owner.

34. LOBBYING

The Contractor certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

EXHIBIT B
ARCHITECT/ENGINEER'S Per Diem Charges-2010

CLASSIFICATION HOURLY RATES

Classification	Rate
Architectural	
Principal	\$195.00
Associate	\$125.00
Project Architect	\$ 90.00
Landscape Architect.....	\$ 90.00
Interior Designer	\$ 85.00
Intern	\$ 55.00
Spec Writer.....	\$ 95.00
Structural	
Principal	\$160.00
Project Engineer	\$120.00
Engineer	\$ 90.00
CAD Operator	\$ 70.00
Mechanical, Electrical and Plumbing	
Principal	\$175.00
Project Manager	\$125.00
Engineer	\$100.00
CAD Operator	\$70.00
Civil	
Principal	\$160.00
Project Engineer	\$120.00
Engineer	\$ 90.00
CAD Operator	\$ 70.00
Project Representation	
Construction Inspector.....	\$ 95.00
Surveying	
Professional Land Surveyor.....	\$ 80.00
Four (4) Man Field Survey Party	\$132.00
Surveying Drafter.....	\$ 50.00
Surveying Clerical.....	\$ 30.00
Project Coordinator.....	\$ 55.00
GPS Equipment.....	\$ 85.00

REIMBURSABLE EXPENSES: (Not included in above rates): Not Applicable

EXHIBIT C
Basic Design Services-Cost or Price Summary

Name: Sizeler Thompson Brown Architects Regional Design Group, LLC		Date: February 17, 2010	
Address: 300 Lafayette St. Suite 200		Federal ID Number: 72-1516018	
City, State, Zip: New Orleans, LA 70130		Total Price: \$339,825.00	
A. Direct Labor (specify personnel by name): Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
1. See Attachment to Exhibit C			
2.			
3.			
4.			
5. Total Direct Labor:			
B. Overhead/Indirect Costs:	<u>Rate</u>	<u>Base</u>	<u>Estimated Cost</u>
C. Other Direct Costs:			<u>Estimated Cost</u>
1. Transportation	# of on-site visits		\$
2. Per Diem	# of days @ \$ /day		\$
3. Reproduction	# of pages @ \$ /page		\$
4. Other (specify)			\$
a.			\$
b.			\$
c.			\$
d.			\$
5. Total Other Direct Costs:			\$
D. Subcontracts			
	<u>Name of Subcontractor(s)</u>	<u># of days of effort</u>	<u>Estimated Cost</u>
1.			\$
2.			\$
3. Total Subcontractor Cost:			\$
Total Estimated Costs (Line A5+B+C5+D3):			\$339,825.00
Profit:			\$
Total Price:			\$339,825.00

Attachment to EXHIBIT C
Basic Design Services-Cost or Price Summary Breakdown

Architectural	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
1. Principal	150 hrs. @ \$195.00/hr.		\$29,250.00
2. Associate	490 hrs. @ \$125.00/hr.		\$61,250.00
3. Project Architect	630 hrs. @ \$ 90.00/hr.		\$56,700.00
4. Landscape Architect	50 hrs @ \$ 90.00/hr.		\$ 4,500.00
5. Interior Designer	110 hrs @ \$ 85.00/hr.		\$ 9,350.00
6. Intern	730 hrs. @ \$ 55.00/hr.		\$40,150.00
7. Spec Writer	140 hrs. @ \$ 95.00/hr.		\$13,300.00
8. Total Direct Labor:			\$214,500.00

Structural	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
6. Principal	30 hrs. @ \$160.00/hr.		\$ 4,800.00
7. Project Engineer	40 hrs. @ \$120.00/hr.		\$ 4,800.00
8. Engineer	80 hrs. @ \$ 90.00/hr.		\$ 7,200.00
9. CAD Operator	350 hrs. @ \$70.00/hr.		\$24,500.00
10. Total Direct Labor:			\$41,300.00

Mechanical, Electrical and Plumbing	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
1. Principal	32 hrs. @ \$175.00/hr.		\$ 5,600.00
2. Project Manager	75 hrs. @ \$125.00/hr.		\$ 9,375.00
3. Engineer	175 hrs. @ \$100.00/hr.		\$17,500.00
4. CAD Operator	325 hrs. @ \$70.00/hr.		\$22,750.00
5. Total Direct Labor:			\$55,225.00

Civil	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
1. Principal	25 hrs. @ \$160.00/hr.		\$ 4,000.00
2. Project Engineer	30 hrs. @ \$120.00/hr.		\$ 3,600.00
3. Engineer	80 hrs. @ \$ 90.00/hr.		\$ 7,200.00
4. CAD Operator	200 hrs. @ \$70.00/hr.		\$14,000.00
5. Total Direct Labor:			\$28,800.00

Design Total	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
1. Architectural			\$214,500.00
2. Structural			\$41,300.00
3. Mechanical, Electrical and Plumbing			\$55,225.00
4. Civil			\$28,800.00
5. Total Design Direct Labor:			\$339,825.00

EXHIBIT D
Project Representation Services-Cost or Price Summary

Name: Sizeler Thompson Brown Architects Regional Design Group, LLC		Date: February 17, 2010	
Address: 300 Lafayette St. Suite 200		Federal ID Number: 72-1516018	
City, State, Zip: New Orleans, LA 70130		Total Price: \$62,140.00	
<p>E. Direct Labor (specify personnel by name): Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.</p>			
	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
11. Eddie Castelin	104 (6 hours per day)	\$570.00	\$59,280.00
12.			
13.			
14.			
15. Total Direct Labor:			\$59,280.00
F. Overhead/Indirect Costs:		<u>Rate</u>	<u>Base</u>
			<u>Estimated Cost</u>
G. Other Direct Costs:			<u>Estimated Cost</u>
1. Transportation	104 # of on-site visits		\$ 2,860.00
2. Per Diem	# of days @ \$ /day		\$
3. Reproduction	# of pages @ \$ /page		\$
4. Other (specify)			\$
e.			\$
f.			\$
g.			\$
h.			\$
5. Total Other Direct Costs:			\$ 2,860.00
H. Subcontracts			
	<u>Name of Subcontractor(s)</u>	<u># of days of effort</u>	<u>Estimated Cost</u>
4.			\$
5.			\$
6. Total Subcontractor Cost:			\$
Total Estimated Costs (Line A5+B+C5+D3):			\$ \$62,140.00
Profit:			\$
Total Price:			\$ \$62,140.00

EXHIBIT E
Topographic Surveying Services-Cost or Price Summary

Name: Riverlands Surveying Co., LLC		Date: February 17, 2010	
Address: 505 Hemlock St.		Federal ID Number: 42-1636577	
City, State, Zip: LaPlace, LA 70068		Total Price: \$ 5,920.00	
I. Direct Labor (specify personnel by name): Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
16. Four (4) Man Field Survey Party	5 (8 hours per day)	\$1056.00	\$5,280.00
17. Drafting	2 (5 ½ hours per day)	\$ 275.00	\$ 550.00
18. Clerical	1 (3 hour per day)	\$ 90.00	\$ 90.00
19.			
20. Total Direct Labor:			\$5,920.00
J. Overhead/Indirect Costs:	<u>Rate</u>	<u>Base</u>	<u>Estimated Cost</u>
K. Other Direct Costs:			<u>Estimated Cost</u>
1. Transportation	# of on-site visits		\$
2. Per Diem	# of days @ \$ /day		\$
3. Reproduction	# of pages @ \$ /page		\$
4. Other (specify)			\$
i.			\$
j.			\$
k.			\$
l.			\$
5. Total Other Direct Costs:			\$
L. Subcontracts			
	<u>Name of Subcontractor(s)</u>	<u># of days of effort</u>	<u>Estimated Cost</u>
7.			\$
8.			\$
9. Total Subcontractor Cost:			\$
Total Estimated Costs (Line A5+B+C5+D3):			\$5,920.00
Profit:			\$
Total Price:			\$5,920.00

EXHIBIT F
Geotechnical and Testing Services-Cost or Price Summary

Name: Beta Testing & Inspection LLC		Date: February 17, 2010	
Address: 1428 1/2 Claire Ave.		Federal ID Number: 72-1391294	
City, State, Zip: Gretna, La. 70053		Total Price: \$52,000.00	
M. Direct Labor (<i>specify personnel by name</i>): Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
	<u>Estimate # of Days</u>	<u>Daily Rate</u>	<u>Estimated Cost</u>
21.			
22.			
23.			
24.			
25. Total Direct Labor:			
N. Overhead/Indirect Costs:	<u>Rate</u>	<u>Base</u>	<u>Estimated Cost</u>
O. Other Direct Costs:			<u>Estimated Cost</u>
1. Transportation	# of on-site visits		\$
2. Per Diem	# of days @ \$ /day		\$
3. Reproduction	# of pages @ \$ /page		\$
4. Other (<i>specify</i>)			\$
m.			\$
n.			\$
o.			\$
p.			\$
5. Total Other Direct Costs:			\$
P. Subcontracts			
	<u>Name of Subcontractor(s)</u>	<u># of days of effort</u>	<u>Estimated Cost</u>
10.			\$
11.			\$
12. Total Subcontractor Cost:		NOT TO EXCEED	\$ 52,000.00
Total Estimated Costs (Line A5+B+C5+D3):			\$
Profit:			\$
Total Price:			\$ 52,000.00

EXHIBIT G
Non-Collusion Affidavit (Regarding R.S. 38:2224)

STATE OF LOUISIANA
PARISH OF ST. CHARLES

PROJECT NO. _____
NAME: St. Charles Parish Community Center
LOCATION: St. Charles Parish, LA

AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the State and Parish aforesaid, personally came and appeared J. William Sizeler representing Sizeler Thompson Brown Architects, Regional Design Group who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

PART I

Section 2224 of Part II of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the Contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the Contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for affiant.

PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes, as amended.

That affiant, if an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplies materials for the construction of a public work when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public work for which the materials are being supplied.

For the purposes of this section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.



AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME THIS 17th DAY OF February, 2010.



NOTARY

JENNIFER B. EAGAN
NOTARY PUBLIC, NO. 19847
MY COMMISSION EXPIRES AT DEATH

EXHIBIT H
Certificates of Professional Liability Insurance,
General Liability Insurance, Etc.

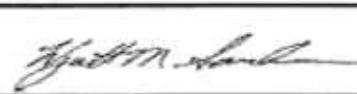
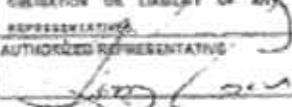
ACORD TM		CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YY) FEB 14 2010
PRODUCER ALEXANDER & SANDERS INSURANCE AGENCY, INC. 4510 BLUEBONNET BLVD., SUITE A BATON ROUGE LA 70809		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
		COMPANIES AFFORDING COVERAGE			
		COMPANY A	XL Specialty Insurance Co		
INSURED		COMPANY B			
SIZELER THOMPSON BROWN ARCHITECTS, APC 300 LAFAYETTE STREET, SUITE 200 NEW ORLEANS LA 70130		COMPANY C			
		COMPANY D			
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID					
POLICY LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTORS PROT.				GENERAL AGGREGATE \$ PRODUCTS-COMPROP AGG. \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ FIRE DAMAGE (Any One Fire) \$ MED. EXP (Any One Person) \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR, PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL. <input type="checkbox"/> EXCL.				EACH ACCIDENT \$ DISEASE-POLICY LIMIT \$ DISEASE-EACH EMPLOYEE \$
A	OTHER: Professional Liability, Claims Made Form Retroactive date: 04/01/1973	DPR0519057	JUN 30 09	JUN 30 10	\$3,000,000 each claim and aggregate \$75,000 each claim deductible
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ARCHITECT - FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL COVERED CLAIMS PRESENTED WITHIN THE POLICY PERIOD. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE. Rr: 21131.00 St. Charles Parish Community Center					
CERTIFICATE HOLDER			CANCELLATION		
St. Charles Parish 15045 River Road P.O. Box 502 Hahnville, LA 70057 Attention: Ms. Holly Fonseca			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 		
ACORD 25-6 (1995)		Certificate # 27417	Wyatt M. Sanders		

EXHIBIT H
Certificates of Professional Liability Insurance,
General Liability Insurance, Etc.

ACORD - CERTIFICATE OF LIABILITY INSURANCE				DATE:	
PRODUCER BRK Insurance Group, LLC 650 Poydras Street #1400 New Orleans LA 70130		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Sizeler Thompson Brown Architects 300 Lafayette Street Suite 200 New Orleans LA 70130		INSURERS AFFORDING COVERAGE		NAIC #	
		INSURER A	LOUISIANA WORKERS COMP CORP	22350	
		INSURER B	TRAVELLERS CAS AND SURETY OF AM	31194	
		INSURER C			
		INSURER D			
		INSURER E			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
LINE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
B	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	690-6821M305-09	10/1/2009	10/1/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES OR OCCURRENCE \$ 100,000 MED EXP (ANY EMPLOYER) \$ 10,000 PERSONAL & ADJ INURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND \$ 2,000,000
GEN L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	AUTOMOBILE LIABILITY <input type="checkbox"/> NEW AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SO-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> TOWNSHIP OWNED AUTOS	BA7102M505-09	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (EX AGGREGATE) \$ 1,000,000 BODILY INJURY (PER OCCUR) \$ BODILY INJURY (PER YEAR) \$ PROPERTY DAMAGE (PER OCCUR) \$
	GARAGE LIABILITY <input type="checkbox"/> MY AUTO				AUTO ONLY - EX AGGREGATE \$ OTHER THAN AUTO ONLY EX AGGREGATE \$ ADD \$
B	UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> SEPARABLE <input type="checkbox"/> RETENTION	CUP 1061T065-09	10/01/2009	10/01/2010	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ SEPARABLE \$ RETENTION \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY AGENTS CONTRACTORS OR SUBS EXCLUDING OFFICERS/DIRECTORS/EXECUTIVES 3 YRS FINANCIAL PROVISIONS PERM	181-B	10/24/2009	10/24/2010	<input type="checkbox"/> WC STATE <input type="checkbox"/> OTHER STATE <input type="checkbox"/> EMPLOYERS LIABILITY EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000
OTHER					
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS PROJECT #21131.00 ST. CHARLES PARISH COMMUNITY CENTER					
CERTIFICATE HOLDER St. Charles Parish Attn: Ms. Holly Fonseca 15045 River Road PO Box 502 Hahnville, LA 70057			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER/OWNER TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 		
ACORD 25 (2001/08)			@ACORD CORPORATION 1988		

2010-0086

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

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P090101, Parish Courthouse Emergency Stand-by Generator to decrease the contract amount by \$47,901.40.

WHEREAS, Ordinance No. 09-6-7, adopted June 15, 2009, by the St. Charles Parish Council, approved and authorized the execution of a contract with Fisk Electric Company for Project No. P090101 Parish Courthouse Emergency Stand-by Generator in the amount of \$992,200.00; and,

WHEREAS, the decrease in contract amount of \$47,901.40 resulted from the reduced scope of work under the Relocation of Infrastructure line item; and,

WHEREAS, It is necessary to finally amend the contract reducing one item resulting in a decrease in the contract amount by \$47,901.40.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS,

SECTION I. That Change Order No. 1(Final) for Parish Project No. P090101 Parish Courthouse Emergency Stand-by Generator to decrease the contract amount by \$47,901.40 is hereby approved.

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

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

CHANGE ORDER

No. 1 (Final) 99

DATE OF ISSUANCE February 11, 2010

EFFECTIVE DATE _____

OWNER	St. Charles Parish	
CONTRACTOR	Fisk Electric Company	
Contract:	Parish Courthouse Emergency Stand-by Generator	
Project:	Parish Courthouse Emergency Stand-by Generator	
OWNER's Contract No.	P090101	ENGINEER's Contract No. 0803702
ENGINEER	Huseman & Associates	

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

Description: See attached example on how to fill in this information

1. Revise the Following Work Item Quantities:

- a. Contract Item #11: Relocation of Infrastructure

The Lump Sum Costs for this line item will change from \$50,000.00 to \$2,098.60. (-\$47,901.40)

Total of Change in Work Items Quantity = -\$47,901.40

Reason for Change Order: List a reason for each Line Item listed above.

1. Revise Work Item Quantities

- a. During the excavation of the underground electrical ductbank, an unexpected curvature was discovered which required an extension of the new handhole to allow clearance for the concrete saw to cut the conduits. Additional wire framing and concrete was required to increase the handhole nose from the original 2' to 4'. The steel cover was also extended.

Attachments:

- 1. Fisk Cost Estimate dated 9/21/09
- 2. Field Order No 1 dated 9/22/09
- 3. Change Order Detail

CHANGE IN CONTRACT PRICE:
Original Contract Price \$992,200.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0
Contract Price prior to this Change Order: \$992,200.00
Net increase (decrease) of this Change Order: - \$47,901.40
Contract Price with all approved Change Orders: \$944,298.60

CHANGE IN CONTRACT TIMES:
Original Contract Times: -Substantial Completion: _____ -Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: -Substantial Completion: _____ -Ready for final payment: _____ (days)
Contract Times prior to this Change Order: -Substantial Completion: _____ -Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: -Substantial Completion: _____ -Ready for final payment: _____ (days)
Contract Times with all approved Change Orders: -Substantial Completion: _____ -Ready for final payment: _____ (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: Anthony Comew
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: Bob Williams
CONTRACTOR (Authorized Signature)

Date: 2/11/10

Date: _____

Date: 2-11-10

EJCDC 1910-8-B (1996 Edition)

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



September 21, 2009

Ashley Cooper
 Project Manager
 Huseman & Associates
 3925 N. I-10 Service Road
 Metairie, La. 70002
 Fax (504) 456-3122 Phone (504) 456-3119

Re: CO# 2; To Add Two Additional Feet to The New Electrical Handhole Nose

Dear Ashley:

Please review the scope and pricing below:

SCOPE: Our Concrete subcontractor will add additional wire framing, concrete and extend the steel cover to increase the handhole nose from the original 2' to 4' so that the handhole will incorporate the dog-leg of the duct bank secondary feeders that was discovered during the excavation of the duct bank for framing of the handhole.

Sub Cost : \$ 1,825.00
Markup 15%: \$ 273.80
Total Cost: \$ 2,098.60

We are dependent upon a quick acceptance of this change order as scheduling is critical in order for us to remain on schedule without incurring additional costs. Because changes which effect either the time or sequence of construction done prior to or concurrent with the electrical work also effect the time and completion of the electrical work, we hereby reserve our right to request an equitable adjustment for rescheduling, delays, disruption, acceleration, and/or impact in the event this modification changes the construction sequence and/or time of completion.

If we may be of further assistance please advise.

Office Phone # 504-889-0811, Fax # 504-833-4045, email bwilliams@FiskCorp.com

Sincerely,

A handwritten signature in cursive script that reads "Bob Williams".

Bob Williams

Project Manager

Approved by X _____ Date _____

File: St Charles Parish Eng Gen CO# 2

FIELD ORDER

PROJECT: Parish Courthouse
Emergency Stand-by Generator

FIELD ORDER NO.: 1

DATE: September 22, 2009

CONTRACT:

OWNER: St. Charles Parish

OWNER'S PROJECT NO.: P090101

TO: Fisk Electric
181 James Drive West
St. Rose, Louisiana 70087

CONTRACT DATE: June 16th, 2009

This Field Order is issued to interpret/clarify the Contract Documents, order minor changes in the work and/or memorialize trade-off agreements. Both parties hereby agree that the work described by this Field Order is to be accomplished without change in Contract Sum, Contract Time, and/or claims for other costs.

DESCRIPTION: (Here insert a written description of the interpretation, change or agreement.)

To add two (2) additional feet to the New Electrical Handhole Nose.

The concrete subcontractor will add additional wire framing, concrete and extend the steel cover to increase the handhole nose from the original 2' to 4' so that the handhole will incorporate the dog-leg of the duct bank secondary feeders that was discovered during the excavation of the duct bank for framing of the handhole.

Sub Cost: \$1,825.00
Markup 15%: \$ 273.00
\$2,098.60

FIELD ENGINEER: Ashley Cooper

CONTRACTOR: Fisk Electric

BY: *Ashley Cooper*

BY: *Bob Williams*

CHANGE ORDER DETAIL

OWNER: ST. CHARLES PARISH
CONTRACTOR: FISK ELECTRIC COMPANY
CONTRACT: PARISH COURTHOUSE EMERGENCY STAND-BY GENERATOR
OWNER PROJECT #: P090101
ENGINEER: HUSEMAN & ASSOCIATES

Item #	Item	Unit	Qty	Unit Price	Original Contract Price	Change Order #1/Final	Revised Contract Price
1	Moving and placing of Emergency Generator	LS	1	9,810.00	9,810.00	-	9,810.00
2	Electrical Handhole	LS	1	44,690.00	44,690.00	-	44,690.00
3	Emergency Generator	LS	1	506,594.00	506,594.00	-	506,594.00
4	Feeders	LS	1	113,142.00	113,142.00	-	113,142.00
5	Demolition	LS	1	96,381.00	96,381.00	-	96,381.00
6	Switchgear	LS	1	31,500.00	31,500.00	-	31,500.00
7	Sitework	LS	1	11,208.00	11,208.00	-	11,208.00
8	Mobilization	LS	1	81,831.00	81,831.00	-	81,831.00
9	Foundation	LS	1	38,324.00	38,324.00	-	38,324.00
10	Temporary Generator	LS	1	8,720.00	8,720.00	-	8,720.00
11	Relocation of Infrastructure	LS	1	50,000.00	50,000.00	(47,901.40)	2,098.60
Total					992,200.00	(47,901.40)	944,298.60

2009-0213

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

ORDINANCE NO. 09-6-7

An ordinance to approve and authorize the execution of a Construction Contract with Fisk Electric Co. for Project No. P090101 St. Charles Parish Courthouse Emergency Generator in the amount of \$992,200.00.

WHEREAS, sealed bids were received by St. Charles Parish on May 14, 2009 for Project No. P090101 St. Charles Parish Courthouse Emergency Generator; and,

WHEREAS, Huseman & Associates, L.L.C., the Engineer for the Project, has reviewed the bids and recommended that the Contract be awarded to the low bidder, Fisk Electric Co., in the amount of \$992,200.00; and,

WHEREAS, the existing SCP Courthouse emergency generator capacity is not capable of powering the entire Courthouse complex during a utility power outage, larger generator capacity is required to power the complete Courthouse complex to maintain SCP Services and Emergency Response capabilities.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Fisk Electric Co., for the purchase and installation of the Courthouse Emergency Generator under Project P090101 St. Charles Parish Courthouse Emergency Generator, be hereby accepted, in the amount of \$992,200.00.

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

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 15th day of June, 2009, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 16, 2009
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: June 16, 2009
AT: 3:20 pm RECD BY: [Signature]

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE
ON June 17, 2009
AS ENTRY NO. 352783
IN MORTGAGE/CONVEYANCE BOOK
NO. 1331 FOLIO 1

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the 16th day of June in the year 2009 by and between the Parish of St. Charles, called the OWNER, and Fisk Electric 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 purchasing and permanent installation of a 1250kW emergency generator to power all requirements for the three (3) story St. Charles Parish Courthouse building, including the EOC, under full capacity, while minimizing power down time to the building, not to exceed 4 hours.

ARTICLE 2. ENGINEER

The Project has been designed by Huseman & Associates 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 175 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

- 3.3 Penalty – It is critical that the building has power during normal working hours. In the event the building does not power due to construction related items during normal working hours the CONTRACTOR will pay OWNER \$10,000 for each calendar day that the owner does not have power during normal working hours.

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$992,200.00) nine hundred ninety-two thousand, two hundred Dollars based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

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

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

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

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

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

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

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

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 4 inclusive)
- 7.6 Contract documents bearing the general title "Parish Courthouse Emergency Stand-by Generator" dated March 30, 2009.
- 7.7 Drawings, consisting of a cover sheet dated March 30, 2009 and the sheets listed on Drawing 11; each sheet bearing the following general title:

" Parish Courthouse Emergency Stand-by Generator ".
- 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;

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 Vice President

Attest Barbara Ann Tucker

Attest [Signature]

END OF SECTION

[Handwritten initials]



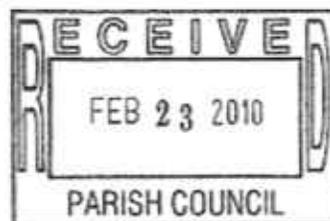
VJ. ST. PIERRE, JR.
PARISH PRESIDENT

SAM SCHOLLE
DIRECTOR

ST. CHARLES PARISH

DEPARTMENT OF PUBLIC WORKS

P.O. BOX 705 • LULING, LOUISIANA 70070
(985) 783-5102 • (985) 783-5104 • Fax: (985) 785-2207
Website: www.stcharlesparish-la.gov



February 18, 2010

TO: Mrs. Barbara Jacob-Tucker
Council Secretary

FROM: Sam C. Scholle 
Director of Public Works/Wastewater

SUBJECT: Parish Courthouse Emergency Stand-by Generator
St. Charles Parish Project No. P090101
Change Order No. One (1) – Final

Please introduce Change Order No. One (1) – Final for the above referenced project at the next Council Meeting, which is Monday, March 1, 2010. Thank you for your usual cooperation.

SCS:red

Attachments

2010-0097

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

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Contract for Engineering Services with EVANS-GRAVES ENGINEERS, INC. for necessary professional engineering services associated with Parish Project No. P100301 Install Control Gates on Culverts at Prescott Pump Station and Temporary Pumps at Walker and Almedia Tidal Control Structures.

WHEREAS, the St. Charles Parish Council desires to have the following described project undertaken:

PROJECT DESCRIPTION:

Engineering services for Parish Project No. P100301 Install Control Gates on Culverts at Prescott Pump Station and Temporary Pumps at Walker and Almedia Tidal Control Structures. The service will include but will not be limited to serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil, geotechnical, structural, mechanical, electrical, instrumentation and control engineering services and construction engineering and inspection; and,

WHEREAS, this project will improve flood control in two areas of the East Bank of the parish, tidal flow under Highway 61 near the Prescott Pump Station and at the Walker and Almedia tidal gates on the East Bank Levee.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the contract for Engineering Services between EVANS-GRAVES 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:

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SMALL PROJECT
CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the ____ day of _____, 20____, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and Evans-Graves, Inc. One Galleria Blvd., Suite 1520, Metairie, La. 70001, a corporation acting herein by and through its Contracting Officer, hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the P100301 Install Control Gates on Culverts at Prescott Pump Station and Temporary Pumps at Walker and Almedia Tidal Control Structures project as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL

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

2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

2.1 General

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

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

A. Design and install control gates on culverts a under Highway 61 and adjacent to Prescott Pump Station for tidal flow control.

- Issue two sets of 90% plans and specs(SCP standard document) for SCP review
- Issue two sets of stamped 100% P&S
- Issue P&S documents to bidders
- Pre bid conference, Bid package reviews, tabulation, and recommend apparent low bidder
- Construction Administration
 - Pre construction conference
 - Review/Approve submittals
 - Prepare applications for payments
 - Prepare work directives, change orders, and final change order
 - Final inspection and substantial completion document
 - Assemble shop drawings and O&M manuals
 - Technical assistance on warranty items
- SCP will supply our own resident inspector for this part.

B. Design, acquire permits, and install temporary pumps at the Walker and Almedia Tidal Control structures at the East Bank Levee.

- Issue two sets of 90% drawings for SCP review
- Issue two sets of stamped 100% drawings
- Submit and acquire necessary permits.
- Construction Administration

- Pre construction conference
 - Review/Approve submittals
 - Prepare applications for payments
 - Prepare work directives, change orders, and final change order
 - Final inspection and substantial completion document
 - Assemble shop drawings and O&M manuals
 - Technical assistance on warranty items
 - SCP will supply our own resident inspector for this part.
- 2.1.3 Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.
- 2.1.4 Engineer shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 2.1.5 Engineer shall provide minutes of all meetings with St. Charles Parish to include but not limited to meetings regarding any phase of the Project, Pre-Bid Conferences, Progress Meetings, Technical review Committee Meetings, etc.
- 2.1.6 N/A Conceptual Design Report Phase(mark with X if required or N/A if not required)
- 2.1.7 Conducting a Pre-Design Meeting Workshop with the Owner.
- 2.1.8 Advising the Owner as to the necessity of providing or obtaining from others additional data or services. These additional services may include photogrammetry, reconnaissance surveys, property surveys, topographical surveys, geotechnical investigations and consultations, compilation of hydrological data, materials engineering, and environmental assessments and impact statements.
- 2.1.9 Identifying and analyzing requirements of governmental authorities having jurisdiction to approve the design of the Project, and participating in consultations with such authorities.
- 2.1.10 Preparing a comprehensive Conceptual Design Report presenting selected solutions to the Owner with the Engineer's findings and recommendations. The Report will contain as a minimum:(mark with X if required or N/A if not required)
- N/A Discussion of project background and need.
 - Schematic layouts, sketches, or photographs.
 - N/A Conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved.
 - N/A Any special material specifications including major equipment specifications.
 - N/A A preliminary cost estimate for each alternative.
 - N/A Engineer's conceptual opinion of probable costs for the selected alternative.
 - N/A Discussion as to what permits are needed, time to acquire approvals, and potential adjacent land owner authorizations/servitudes that need addressing.
 - N/A Discussion of the type of additional services, mentioned in 2.2.3, that will be needed.
- 2.1.11 Meeting with the Owner and presenting findings of the Conceptual Design Report.
- 2.1.12 The Conceptual Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to Owner within 30 calendar days, or as otherwise stated in the written authorization from Owner to Engineer to proceed with Conceptual Design.
- Two (2) copies of the report for review.
 - Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.

2.2 Design Memorandum Phase

- 2.2.1 The Design Memorandum or Preliminary Engineering Design Report will summarize the process and design criteria established in Conceptual Design and initiate acquiring necessary permits and servitudes. The document will be used in the development of final design plans and specifications and will serve as a guide by designers and other interested parties.
- 2.2.2 The Design Memorandum will consist minimally of the following sections:(mark with X if required or N/A if not required)
- N/A Site Development – project site plan that includes anticipated construction area required and any known servitudes or property owners.
 - N/A Hydraulics - if necessary
 - N/A Treatment Processes - if necessary
 - N/A Design Criteria including a listing of all standard specifications to be used by type(concrete, piling, steel electrical, roads/foundations, etc)
 - N/A Preliminary Drawings –11X17 minimum size
 - N/A The following indexes: Drawings, Division 00 St Charles Parish Bidding/Contract Documents showing revision number, Division 01 St Charles Parish General Specifications showing revision number, and Division 02-16 material and equipment specifications, to be used in final design.
 - N/A Engineer's preliminary opinion of probable costs.
 - N/A Summary of estimated quantities – initial bid schedule
 - N/A Instrumentation & Control Philosophy
 - N/A Power Requirements
 - N/A Additional data that will be needed, such as topographical, geotechnical, and project surveying.
- 2.2.3 The engineer will deliver to owner within 15 days following Design Memorandum authorization, a detailed description (including specifications) and estimated cost of required additional services such as site survey, topographical survey, or geotechnical investigation. In addition, the engineer will also deliver estimated time and cost to apply for regulatory permits from local, state or federal authorities. The owner will have the option to utilize their own surveyor, land/servitude acquisition consultant, permit consultant, or geotech firm.
- 2.2.4 Meeting with the Owner and presenting findings of the Preliminary Design Report.
- 2.2.5 The Preliminary Engineering Design Report and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Design Memorandum.
- Two (2) copies of the report for review.
 - Once the report has been finalized, submit two (2) copies of the revised report plus one (1) electronic file copy in PDF format.
 - Two (2) copies of the drawings (11x17 minimum).
 - Once the drawing review is complete, submit one copy of the revised drawings.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.3 Design Phase
- 2.3.1 Prepare for incorporation into Contract Documents final drawings based on the accepted preliminary design documents to show the scope, extent, and character of the work to be furnished and performed by Contract (hereinafter called "Drawings") and Specifications which will be prepared in conformance with the sixteen division format of the Construction Specifications Institute.

- 2.3.2 Preparing and furnishing to the Owner a revised opinion of probable total project costs based on the final Drawings and Specifications.
- 2.3.3 Preparing the contract/bid document that includes St. Charles Parish's Standardized Construction Contract files and the added engineer's specifications for review and approval by the Owner (and the Owner's legal and other advisors).
- 2.3.4 Meeting with the Owner and presenting the final design.
- 2.3.5 The Final Design Services shall be completed and Engineer's documentation and opinion of costs, along with the following documents and files, shall be delivered to the Owner within 30 days or as otherwise stated in the written authorization from Owner to Engineer to proceed with Design Phase.
- Two (2) copies of the contract/bid document for review.
 - Once the contract/bid document has been finalized, submit two (2) stamped copies of the revised document plus one (1) electronic file copy in PDF format.
 - Two (2) copies of the drawings – D Size for review.
 - Once the drawing review is complete, submit two stamped copies of the revised drawings plus one (1) electronic file copy of each drawing in AutoCADD format (release 2000 or later) and in PDF format.
 - All files will be titled so as to distinguish between conceptual, preliminary, and final design stages.
- 2.4 Bidding Phase
- 2.4.1 Produce Contract Documents (specifications and 22" by 34" drawings) for each Project for bidding purposes.
- 2.4.2 Assist Owner as necessary in advertising for and obtaining bids for construction, materials, equipment and services; and maintain a record of prospective bidders to whom Bidding Documents have been issued, attend Pre-Bid Conferences and receive and process fees for Bidding Documents. Distribute Bidding Documents to potential bidders.
- 2.4.3 Issue addenda as appropriate to interpret, clarify or expand the Bidding Documents.
- 2.4.4 Consult with and advise Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor (herein called "Contractor") for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 2.4.5 Consult with Owner and confirm in writing the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award is required by the Bidding Documents.
- 2.4.6 Attend the Bid Opening, prepare Bid Tabulation Sheets and assist Owner in evaluating bids or proposals and recommend, in writing, contract awarding. In addition, Engineer shall assemble contract documents as specified in Exhibit A on page 19 attached hereto and made a part hereof, for presentation and execution.
- 2.5 Construction Phase
- During the Construction Phase
- 2.5.1 General Administration of Construction Contract. Engineer shall consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

- 2.5.2 Visits to Site and Observation of Construction.** In connection with observations of the work of Contractor while it is in progress.
- 2.5.2.1** Engineer shall make visits to the site once per month minimum, or more frequent visits as deemed necessary by Owner and/or progress of work during the construction periods to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, Engineer shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and Engineer shall keep Owner informed of the progress of the work.
- 2.5.2.2** The purpose of Engineer's visits to (and representation by Resident Project Representative if utilized) the site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work except as provided in 2.6.3. Accordingly, Engineer can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform their work in accordance with the Contract Documents.
- 2.5.3 Defective Work.** During such visits and on the basis of such observations, Engineer may disapprove of or reject Contractor's work while it is in progress if Engineer believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.
- 2.5.4 Interpretations and Clarifications.** Engineer shall issue necessary interpretations and clarifications of the Contract Documents.
- 2.5.5 Shop Drawings.** Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto except as provided in 2.6.3.
- 2.5.6 Substitutes.** Engineer shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor and make a recommendation to Owner for his approval.

- 2.5.7 Inspections and Tests. Engineer shall have authority, as Owner's representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 2.5.8 Dispute between Owner and Contractor. Engineer shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder and make recommendations on all claims of Owner and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work.
- 2.5.9 Applications for Payment. Based on Engineer's on-site observations as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 2.5.9.1 Engineer shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to Owner based on such observations and review, that the work has progressed to the point indicated, and that, to the best of Engineer's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, Engineer's recommendations of payment will include final determination of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 2.5.9.2 By recommending any payment Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by Engineer to check the quality or quantity of Contractor's work as it is furnished and performed beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to Owner free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid except as provided in, but not limited to paragraph 2.6.3.
- 2.5.10 Construction Closeout Document. Engineer shall receive and review maintenance and operating instructions, tests and approvals which

are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.

- 2.5.11 Inspection. Engineer shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed work is acceptable. If the completed work is acceptable, the Engineer shall recommend in writing, a Notice of Substantial Completion to the Owner and the Contractor that the work is acceptable (subject to any conditions therein expressed).
- 2.5.12 Pre-Construction Conference. Engineer shall assist Owner in conducting a Pre-Construction Conference with Contractor for the project to discuss construction-related matters. Engineer will supply two stamped copies of the Construction Drawings incorporating addenda items generated during the bid process plus one(1) electronic file copy of each drawing in AutoCADD format(release 2000 or later) and in PDF format titled to reflect "Construction Drawings"
- 2.5.13 Owner shall select independent material testing labs. Engineer shall review testing results and based on these results, recommend to Owner the acceptability of material provided by the Contractor and used in the Project.
- 2.5.14 Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor or supplier, or any of the Contractor's or Sub-Contractor's or supplier's agents or employees or any other persons (except Engineer's own employees and agents) at the site or otherwise furnishing or performing any of the Contractor's work; however, nothing contained in paragraphs 2.6.1 through 2.6.12 inclusive, shall be construed to release Engineer from liability for failure to properly perform duties and responsibilities assumed by Engineer in the Contract Documents, inclusive of but not limited to 2.6.3.
- 2.5.15 Work Directive Changes and Change Orders. To be provided as appropriate to construct the project and in accordance with State and Local Laws.

2.6 Close-out and Operational Phase

During this Phase, Engineer shall:

- 2.6.1 Provide start-up services for the new facility.
- 2.6.2 Prepare training materials and provide N/A hours of training for Owner's staff to operate and maintain the new facility. The program consists of classroom training and hands-on training using the installed equipment.
- 2.6.3 Assemble 3 complete sets of equipment manufacturer's operation and maintenance manuals in proper order for Owner's future reference.
- 2.6.4 Assemble 3 complete sets of approved shop drawings in proper order for Owner's future reference.
- 2.6.5 Provide technical consultation and assistance in correcting warranty items.
- 2.6.6 Provide assistance in connection with the refining and adjusting of new equipment or system.
- 2.6.7 Prepare a final set of stamped project drawings reflecting "as built" along with one (1) electronic file copy of these drawings in AutoCADD format (release 2000 or later) and in PDF format titled to reflect "as built".
- 2.6.8 In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective work.

- 2.6.9 Engineer shall have 45 days from Contractor's Substantial Completion date to complete requirements of Contract sections 2.7.4 and 2.7.7.
- 2.7 Resident Engineer and Inspection
- 2.7.1 Engineer shall furnish, if requested, a Resident Project Representative (RPR), assistants and other field staff to assist Engineer in observing performance of the work of Contractor. The RPR(s), and the level of support supplied, shall be subject to approval by the Owner.
- 2.7.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the work of the Contractor.
- 2.7.3 The RPR shall be the Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with Engineer and Contractor keeping Owner advised as necessary. RPR's dealing with subcontractor shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- 2.7.4 Duties and Responsibilities of RPR.
- 2.7.4.1 Schedules. Review the progress schedule, schedule of Shop Drawings submittals and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.
- 2.7.4.2 Conferences and Meetings. Attend meetings with Contractor, such as Pre-Construction Conferences, Progress Meetings, Job Conferences and other project related meetings, and prepare and circulate copies of minutes thereof.
- 2.7.4.3 Liaison:
- Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
 - Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
- 2.7.4.4 Shop Drawings and Samples:
- Record date of receipt of Shop Drawings and samples.
 - Receive samples which are furnished at the site by Contractor, and notify Engineer of availability of samples for examination.
 - Advise Engineer and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by Engineer.
- 2.7.4.5 Review of Work, Rejection of Defective Work, Inspection and Test.
- Conduct on-site observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Engineer and Owner whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of work that RPR believes should be corrected or rejected or should be uncovered for

- observations, or requires special testing, inspection or approval.
 - Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to Engineer appropriate details relative to the test procedures and start-ups.
 - Accompany visiting inspectors representing public agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
- 2.7.4.6 Interpretation of Contract Documents. Report to Engineer and Owner when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the Engineer.
- 2.7.4.7 Modifications. Consider and evaluate Contractor suggestions for modifications in Drawing or Specifications and report with RPR's recommendations to Engineer and Owner. Transmit to Contractor decisions as issued by Engineer.
- 2.7.4.8 Records.
- Maintain at the job site orderly files for correspondence, reports for job conferences, Shop Drawings, and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports and other Project related documents.
 - Keep a diary or log book recording Contractor hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures, and send copies to Engineer and Owner.
 - Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - Keep pictorial record of progress of project.
- 2.7.4.9 Reports:
- Furnish Engineer and Owner periodic (daily) reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the work.
 - Draft proposed Change Orders and Work Directive Changes, obtaining backup material from Contractor and recommend to Engineer Change Orders, Work Directive Changes and Field Orders in accordance with State and Local Laws.
 - Report immediately to Engineer and Owner upon the occurrence of any accident.
- 2.7.4.10 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure as set forth in the Construction Contract for their submission and forward with recommendations to

- Engineer noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.7.4.11 Certificates, Maintenance and Operations Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by contractor are applicable to the times actually installed and in accordance with the Contract Documents, and having this material delivered to Engineer for review and forwarding to Owner prior to final payment for the work.
- 2.7.4.12 Completion.
- Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - Conduct final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
 - Observe that all items on final list have been completed or corrected and make recommendation to Engineer concerning acceptance.
- 2.7.5 Limitation of Authority.
- 2.7.5.1 Resident Project Representative
- Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.
 - Shall not exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
 - Shall not undertake any of the responsibilities of Contractor, Sub-Contractor or Contractor's superintendent.
 - Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the work.
 - Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
 - Shall not authorize Owner to occupy the project in whole or in part.
 - Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Engineer.

3.0 SERVICES OF THE OWNER

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

4.0 COMPENSATION

- 4.1 For performance of Basic Engineering and Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.1 through 2.8.5.1 inclusive, required by the Owner, the Owner shall authorize and pay the Engineer as per the following:

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

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

X Not to exceed amount Part A \$18,800 and Part B \$19,400. Services are to be paid according to section 4.2.2.

- 4.1.1.1 The fee for basic engineering services based on a percentage of the construction costs will have a maximum limitation of 110% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract. The fee for basic engineering services based on a percentage of the construction cost will have a minimum limitation of 90% of the Engineer's opinion of probable construction cost submitted with the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract.
- 4.1.1.2 An estimated construction cost based on the Engineer's conceptual opinion of probable cost for the project shall initially be used for the determination of interim fees until the more detailed Engineer's revised opinion of probable total project costs based on the final Drawings and Specifications referred to in Section 2, Paragraph 2.4.2 of this Contract is available.
- 4.1.1.3 Payment for basic engineering services shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:
- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:
 - Ten percent (10%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.3 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.6 inclusive, Owner agrees to pay Engineer as follows:
 - Sixty percent (60%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.
 - For performing services outlined in Sections 2.5 Bidding Phase, Paragraphs 2.5.1 through 2.5.6 inclusive and Section 2.6 Construction Phase, Paragraphs 2.6.1 through 2.6.15 inclusive, and

Section 2.7, Close-out and Operational Phase, Paragraphs 2.7.1 through 2.7.8 inclusive, the Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

4.1.1.4 Payment for basic engineering services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Engineer's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals for the following phases:

- For performing services outlined in Section 2.2, Conceptual Design Report Phase, Paragraphs 2.2.1 through 2.2.8 inclusive, Owner agrees to pay Engineer as follows:

- Thirty percent (30%) of the total basic engineering services fee. Said fee shall be payable in partial payments on a monthly basis.

- For performing services outlined in Section 2.3 Design Memorandum Phase, Paragraphs 2.3.1 through 2.3.5 inclusive, Section 2.4 Design Phase, Paragraphs 2.4.1 through 2.4.5 inclusive, Owner agrees to pay Engineer as follows:

- Seventy percent (70%) of the total basic engineering service fee. Said fee shall be payable in partial payments on a monthly basis.

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

4.1.2 Owner shall pay Engineer for the performance of Resident Engineering and Inspection as outlined in Section 2, Paragraphs 2.8 through 2.8.5.1 inclusive, at monthly intervals based on either the hourly rate included in Exhibit B on page 20 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by billable hours for a not to exceed amount.

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

4.2.1 For Additional Services provided by the Engineer such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Engineer based on either the hourly rate included in Exhibit B on page 20 of this Contract or by an agreed upon rate between the Owner and Engineer. Payment can be by either billable hours, lump sum, or not to exceed amount.

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

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

4.2.3 For Additional Services that Engineer acquires from subcontractors and/or subconsultants, Owner shall pay Engineer a fixed sum

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

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

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

5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

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

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

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

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

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

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

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

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

Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)

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

6.0 OWNERSHIP OF DOCUMENTS,

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

7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions pertaining to Contract sections 2.2.8, 2.3.3, and 2.7.9 are considered substantial failures.

8.0 COMPLIANCE WITH LAWS AND ORDINANCE.

8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Contract.

9.0 SUCCESSORS AND ASSIGNS

9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

10.0 INSURANCE

10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.

10.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.

10.6 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

11.0 GENERAL.

11.1 The Engineer shall indemnify and save harmless the Owner against any and all claims, demands, suits or judgments for sums of money to any party for loss of life or injury or damages to person or property growing out of, resulting from or by reason of any negligent act by the Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Contract.

11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Contract, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the Owner shall have the right to annul this Contract without liability.

11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the

services to be performed hereunder without the written consent of the Owner.

- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Contract no person having any such interest shall be employed.
- 12.0 ACCESS TO SITE.
- 12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.
- 13.0 WARRANTY.
- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services for project designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Contract.
- 14.0 EXCLUSIVE JURISDICTION AND VENUE
- 14.1 For all claims arising out of or related to this agreement, ENGINEER hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES:

ST. CHARLES PARISH

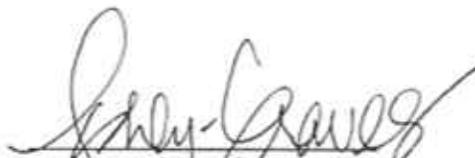
V. J. St. Pierre, Jr.
Parish President

WITNESSES:

EVANS-GRAVES
ENGINEERS, INC.







Ashlyn Graves
Vice President

EXHIBIT A

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

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

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

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

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

One (1) contract document with the following:

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

EXHIBIT B
RATE SCHEDULE

FEE SCHEDULE
TIME CHARGE SERVICES

<u>CLASSIFICATION</u>	<u>HOURLY RATES</u>
Senior Principal (P.E.)	\$ 200.00
Principal (P.E.)	\$ 160.00
Chief Engineer (P.E.)	\$ 145.00
Special Projects Engineer (P.E.)	\$ 140.00
Senior Engineer (P.E.)	\$ 130.00
Construction Engineer (P.E.)	\$ 105.00
Engineer (P.E.)	\$ 100.00
Senior Consultant (P.E.)	\$ 120.00
Consultant (P.E.)	\$ 95.00
Engineer Intern (E.I.)	\$ 80.00
Senior Designer	\$ 95.00
Designer	\$ 90.00
Planner	\$ 80.00
Landscape Architect	\$ 95.00
Project Coordinator	\$ 75.00
Senior Technician	\$ 80.00
Technician	\$ 65.00
CADD Drafter	\$ 50.00
Construction Administrator	\$ 80.00
Inspector	\$ 90.00
Professional Land Surveyor	\$ 110.00
Five (5) Man Field Survey Party	\$ 155.00
Four (4) Man Field Survey Party	\$ 135.00
Three (3) Man Field Survey Party	\$ 115.00
Two (2) Main Field Survey Party	\$ 85.00
Survey Party Chief	\$ 50.00
Engineering Aide	\$ 60.00
Administrative Assistant	\$ 55.00
GPS Equipment	\$ 50.00

PROJECT: Install Control Gates on Culverts and Prescott Pump Station and Temporary Pumps at Walker and Almedia Tidal Control Structures

LOCATION: St. Charles Parish, Louisiana DATE 2/26/10

BY: P. Stephen Lundgren, Jr., P.E. PERIOD: One year (until 2/26/11)

REMARKS: Above rates increased by 25% for expert testimony and legal proceedings.

REIMBURSABLE EXPENSES: (Not included in above rates). 4-Wheeler billed at \$100/day. Long Distance telephone charges, express mail, printing and reproduction, regulatory agency and recording fees; travel, food and lodging outside of the Baton Rouge, Louisiana area; special equipment or supplies all billed at invoice amount, plus an administrative charge of 10%. Mileage outside of the Baton Rouge, Louisiana area at \$.445 per mile.



CERTIFICATE OF LIABILITY INSURANCE

232
DATE (MM/DD/YYYY)
02/26/10

PRODUCER 1-225-292-3515 Arthur J. Gallagher Risk Management Services, Inc. 235 Highlandia Drive Suite 200 Baton Rouge, LA 70810 Fax: 225-292-3893 INSURED Evans-Graves Engineers, Inc. 9029 Jefferson Highway, Suite 200 Baton Rouge, LA 70809	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: NETHERLANDS INSURANCE CO</td> <td>24171</td> </tr> <tr> <td>INSURER B: PEEKLESS INSURANCE CO</td> <td>24198</td> </tr> <tr> <td>INSURER C: AMERICA FIRST INSURANCE CO</td> <td>12696</td> </tr> <tr> <td>INSURER D: CONTINENTAL CASUALTY OF NORTH AMER</td> <td>20443</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </tbody> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: NETHERLANDS INSURANCE CO	24171	INSURER B: PEEKLESS INSURANCE CO	24198	INSURER C: AMERICA FIRST INSURANCE CO	12696	INSURER D: CONTINENTAL CASUALTY OF NORTH AMER	20443	INSURER E:	
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INSURER E:													

COVERAGES

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

INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	CBP9862753	07/01/09	07/01/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	BA9863553	07/01/09	07/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
C	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CU9864153	07/01/09	07/01/10	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input type="checkbox"/>	WC9863753	07/01/09	07/01/10	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	OTHER Professional Liability (Claims Made)	AEA008220586	07/07/09	07/07/10	Per Claim: 1,000,000 Aggregate: 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 See attached for Additional Insured and Waiver of Subrogation Information

CERTIFICATE HOLDER

CANCELLATION *10 Days for Non-Payment of Premium

St. Charles Parish 15045 Hwy. 18 P.O. Box 302 Hahnville, LA 70057 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
---	---

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
02/26/10

NAME OF INSURED: Evans-Graves Engineers, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional information:

Additional Insured (Form #22-45LA 09/02), per written contract, as respects General Liability Policy
Additional Insured (Form #16-59e 11/02), per written contract, as respects Business Auto Policy
Waiver of Subrogation, per written contract, in favor of certificate holder as respects Worker
Compensation, General Liability and Business Auto.
Umbrella is Follow Form of the underlying coverage.



ST. CHARLES PARISH

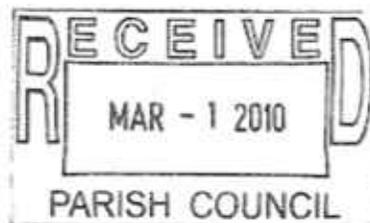
DEPARTMENT OF PUBLIC WORKS

P.O. BOX 705 • LULING, LOUISIANA 70070
 (985) 783-5102 • (985) 783-5104 • Fax: (985) 785-2207
 Website: www.stcharlesparish-la.gov

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

SAM SCHOLLE
 DIRECTOR

March 1, 2010



TO: Mrs. Barbara Jacob-Tucker
 Council Secretary

FROM: Sam C. Scholle *SS*
 Director of Public Works/Wastewater

SUBJECT: **Install Control Gates on Culverts at Prescott Pump Station and
 Temporary Pumps at Walker and Almedia Tidal Control Structures
 St. Charles Parish Project No. P100301**

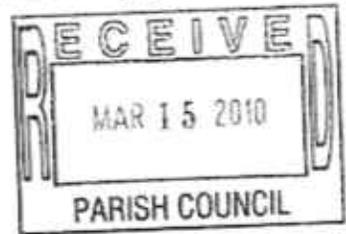
Please introduce the above referenced project at the next Council Meeting, which is Monday, March 01, 2010. Thank you for your usual cooperation.

SCS:red

Attachments

St. Charles Parish Council Chairman
P. O. Box 302
Hahnville, LA 70057
(985) 783-5000

Today's Date: 3/15/2010



Dear Chairman:

Please place my name to address the Council on:

DATE: 3/22/10

SPECIFIC TOPIC: Library Milage Renewal

(*see specific guidelines on reverse and refer to Parish Charter- Article VII., Sec. I.)

DOCUMENTS, IF ANY: YES NO

NAME: Gwen Dufrene

MAILING ADDRESS: 3551 Hwy. 306
Bogalusa, LA 70030

PHONE: (985) 758-5533

SIGNATURE: Gwen Dufrene

Dear Constituent:

Thank you for your active participation. Your views and comments will be considered by the Council in making our decisions. The Council has a considerable amount of business to conduct in a limited amount of time, therefore, please note the following items that are expected of you:

- > The Home Rule Charter provides for citizens to address the Council. It makes no provision for initiating debate, discussion, or question and answer sessions with Councilmembers or Administration Officials. Your right is also guaranteed to examine public documents as you prepare your presentation. Should you have any questions for Councilmembers and/or Department Heads as you prepare, please forward such inquiries to the Council Office to insure a timely response. Should you wish to speak to any Official or Department personally, a complete list of contact information will be furnished at your request.
- > Please be brief and limit your comments to the specific subject matter on which you have requested to address the Council.
- > Please forward supporting documents to the Council Secretary for distribution to the Parish Council before your scheduled appearance in order for the Council to prepare themselves, if necessary.
- > Upon completion of your allotted time to address the Council, please respect the time given to Councilmembers to respond to your comments by not interrupting or interjecting remarks.
- > **Slanderous remarks and comments will not be tolerated.** If slanderous remarks or comments are made, your opportunity to address the Council will end, regardless of the remaining time left to address the Council.
- > Repetitious comments and subject matter will be strictly limited.

A confirmation letter will follow when your name is placed on the agenda.

Sincerely,
Billy Raymond, Sr.
BILLY RAYMOND, SR.
COUNCIL CHAIRMAN



(OVER)



ST. CHARLES PARISH

LARRY COCHRAN
COUNCILMAN, DISTRICT V

MEMORANDUM

DATE: MARCH 2, 2010
TO: PARISH COUNCIL
MR. V.J. ST. PIERRE, JR.
PARISH PRESIDENT
MR. TIMOTHY J. VIAL
CHIEF ADMINISTRATIVE OFFICER

FROM: LARRY COCHRAN
COUNCILMAN, DISTRICT V

I am writing in regards to the Memo from Parish President St. Pierre advising the Parish Council that the Paradis Library is being advertised for bids. I have reviewed the plans, and Chenevert Architects has done a great job with the design. I supported the donation of the property from the School Board and I am in total support of the project. The citizens of District IV will have a first class facility they can be proud of.

However, my concern is with the current Library millage. As you know, the Library millage expires in 2010 and must be renewed by the voters to be levied in 2011. The District Councilman, in whose District the library will be located, has already taken out newspaper advertisements stating he "...can not support or ask the Public to support the millage renewal". If the Parish Council is not in full support of renewing the millage to ensure that our Public Library System remains operational, why would we want to build a new Library with no funding to maintain or staff it?

Let me again clearly state, I am in full support of the Paradis Library and the renewal of the millage required to maintain and staff our entire Parish Library System. I have very serious concerns with building a new facility with the possibility of not being able to open its doors.

Office
St. Charles Parish
P.O. Box 302
Hahnville, LA 70057
(985) 783-5000
Fax: (985) 783-2067
<http://www.stcharlesparish-la.gov>

LC/BJT:ag

Residence
114 Oaklawn Ridge
St. Rose, LA 70067
Phone: (504) 305-0179
Fax: (504) 305-1194
Cell: (504) 415-3630
Email: lcochr@st-charles.la.us



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- Kids' Stuff
- Just For Teens
- People Connection
- Business & Career Connection
- RCB Career Center
- Our African American Legacy

Responsibilities of Library Board of Control Members

In the operation of the East Baton Rouge Parish Library system, trustees have three responsibilities: statutory, practical, and ethical.

Statutory

All authority for operation of the library resides in the board, in its legal and official capacity. Each Library Board of Control member is charged by legislative action with broad powers. The duties and powers contained in the statutes are described below.

Library Laws of Louisiana RS 25:215

§215. Duties and powers of the board; employment of librarian, assistants, and other employees

A. The board of control shall meet and organize immediately after their appointment and annually thereafter and elect a president, vice-president, secretary, and treasurer, whose duties shall be those customarily exercised by such officers. The board of control shall have authority to establish rules and regulations for its own government and that of the library not inconsistent with law; to select and employ a librarian, and, upon the recommendation and approval of the latter, to employ assistant librarians and other employees and fix their salaries and compensation; provided that no contract of employment shall be made for a longer period than four years nor with any person as head librarian who has not been certified by the State Board of Library Examiners as provided in R.S. 25:222. The head librarian may be appointed or elected secretary of the board of control.

Practical¹

The Library Board of Control members:

1. Employ and /or dismiss the library director
2. Establish written policy
3. Secure adequate funding
4. Approve budget
5. Provide and maintain:
 1. facilities

RSS Feeds
HOW DO I...

get a library card?

ASK A QUESTION ONLINE



E-Reference
Service

EMAIL NOTIFICATION SERVICE

Join EBRPL's mailing list.



2. resources
3. services
6. Help develop and approve the library's plan of service
7. Help promote and advocate for the library
8. Participate in opportunities for continuing education

Ethical Responsibility²

Ethical Statement for Public Library Trustees



Trustees in the capacity of trust upon them, shall observe ethical standards with absolute truth, integrity, and honor.

Trustees must avoid situations in which personal interests might be served or financial benefits gained at the expense of library users, colleagues, or the situation.

It is incumbent upon any trustee to disqualify himself/herself immediately whenever the appearance of a conflict of interest exists.

Trustees must distinguish clearly in their actions and statements between their personal philosophies and attitudes and those of the institution, acknowledging the formal position of the board even if they personally disagree.

A trustee must respect the confidential nature of library business while being aware of and in compliance with applicable laws governing freedom of information.

Trustees must be prepared to support to the fullest the efforts of librarians in resisting censorship of library materials by groups or individuals.

Trustees who accept library board responsibilities are expected to perform all of the functions of library trustees.

¹Source: *Handbook for Louisiana Library Trustees*, 1996, LA State Library

²Adopted by the Board of Directors of the American Library Trustee Association; July 1985; Adopted by the Board of Directors of the Public Library Association, July 1985; Amended by the Board of Directors of the American Library Trustee Association, July 1988; Approval of the amendment by the Board of Directors of the Public Library Association, January 1989.

[Back to the Library Board of Control](#)



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East Regional Library Timeline

- 1997 Library Board of Control commissions Casserta/Carrol Architects to develop feasibility Study for East Bank library service .
Study recommends addition of 6,728 – 10,706 sf to existing building, for a total of 18,522 -22,500 sf, at a cost estimate of \$629,000 to \$799,500
- * 2000 Library Board of Control hires Library Building Consultant Richard E. Thompson to assist in writing East and St. Rose building programs.
* Library holds public and staff focus groups to formulate both building programs.
- 2001 (August) St. Rose Building contract is let;
(October) Construction begins.
- 2003 (March) St. Rose building is completed.
- (May) QBS Review Panel selects CSRS as the firm to provide architectural services to the St. Charles Parish Library for the East Regional Library Expansion Project.
- (May) CSRS now operating under the name Chenevert Architects
- (July) Building program for East Regional Expansion list probable cost for 26,350sf at \$3,333,805.75 expressed in 2003 dollars .
(October) Building program for East Regional Expansion list probable cost for 26,350sf at \$3,346,032 expressed in 2003 dollars.
- (November) options for temporary quarters for East Regional Library during the construction phase are explored; contact is made with real estate agent for BP's Plantation Business Park. BP responds with proposal for donation of property to be used for construction of a new East Regional Library building. Library Board of Control resolves to pursue the option of the land donation as opposed to closing the building during the construction at the existing site (estimated at 18 months to two years). *
- (December) Proposal to BP for Library building to include administrative offices; building size is increased to 30,000. *

Mary des Bordes (2008)

A LIBRARY BUILDING PROGRAM
FOR THE
ST. ROSE BRANCH OF THE ST. CHARLES PARISH LIBRARY

St. Rose, Louisiana

October 23, 2000

U N C O R R E C T E D F I R S T D R A F T

Richard E. Thompson

THE ST. ROSE COMMUNITY

The St. Charles Parish Library serves the entire parish, which is divided in two by the Mississippi River. On the East Bank of the river, there is currently 1) a regional library (East Regional Library) in Destrehan, midway between the upriver and downriver boundaries of the parish, and 2) a branch in Norco, which is located in the upriver portion of the Parish. St. Rose is located at the downriver end of the east bank of the parish.

A detailed look at St. Charles Parish is provided in the document titled "Building Program Notes" prepared by Margaret Wilhite, see Appendix A.

The St. Rose community is exceedingly diverse. There is industry, a business park, and a variety of residential components (apartments, condominiums, single-family residences). The boundaries of community were recently formalized; see Appendix B. Estimated population figures for the St. Rose Community for the years 1990, 1996 and 2017 respectively are 6,325, 7,594 and 9,190 respectively. New residential subdivisions are currently under construction. The East Regional Library and the Norco branch, even with the current bookmobile supplement to service, have been determined to be inadequate to service the St. Rose community effectively, a conclusion supported by the December 1997 Feasibility Study conducted by Caserta/Carroll Architects, P.C., ~~a copy of~~ relevant portions of which ~~is attached~~ are included as Appendix B.

01str300.up

INTRODUCTION

Any consideration of a building program for the St. Rose Branch of the St. Charles Parish Library must take into account many factors, the most basic of which is the St. Charles Parish Library Board of Control's determination to provide a full-service library of appropriate scale to meet a wide variety of library needs in a multi-branch system with two regional libraries.

This will be a new branch library, for which a feasibility study was performed in December 1997 and an appropriate site purchased subsequently.

The Board has been addressing the need for a new facility on the East Bank for the past three and one-half years.

The Board is committed to assuming a leadership role in providing library service to the residents of the St. Rose community.

The Board wishes the library to meet or exceed the minimum standards for library service as developed by the Public Library Section of the Louisiana Library Association.

In order to meet the goal stated immediately above, and having concluded that this goal cannot be achieved without a new branch library, the Board has authorized the preparation of a building program for a new library which will make it possible to accomplish the Board's objective. This program is meant to provide guidelines that will enable the architect to proceed. It is not an attempt to do the architect's work for the architect, but rather the statement of a problem, or series of inter-connected problems, which the architect must solve in the best possible way. The square footages that are used throughout the building program are ESTIMATES ONLY. What must govern in the end is the space required to house the furniture, equipment and collections listed, and this will be determined in substantial part by the configuration of the new library.

The Board is aware of its legal obligation to see that the new library conforms to all applicable codes (safety, zoning, etc.), and expects the architect to make certain that the new building does so conform.

The Board is aware of its moral and legal obligation to see that both the state and federal requirements regarding access for persons with disabilities are met with the completion of a new building, and expects the architect to make certain that the new building does in fact conform with these requirements.

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15	Pamphlet Files
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32	Tabulation of Space Requirements
33	Summary of Reading and Study Seating Spaces
34	Notes to the Architect
35	Appendices



November 13, 2003

TO: Library Board
FROM: Mary des Bordes

Enclosed is a copy of the revised agenda for our November 18th meeting. In addition, I'm sending for your review the four options for library service to the Destrehan community during the construction of the East Regional expansion. I strongly recommend that you not share this information with any non-Board member before the meeting. Option IV, in particular, is in the most preliminary stage, and widespread knowledge could complicate the process.

I look forward to seeing you next Tuesday.

St. Charles Parish Library
Board of Control Meeting
November 18, 2003
6:00 p.m.

AGENDA

1. Call to Order, Prayer, & Pledge
2. Approval of Minutes – October 13, 2003
3. Attendance Report
4. Librarian's Report
- * 5. Public Comment – Mrs. Nancy Wilson
6. New Business
 - A. Options for library service to the Destrehan community during the construction of the East Regional expansion
 - B. 2004 Budget – Hearing and Adoption
 - C. Approval of 2004 holiday schedule
6. Other Business
7. Adjournment

*Not before
report*

**OPTIONS FOR LIBRARY SERVICE TO THE DESTREHAN COMMUNITY
DURING THE CONSTRUCTION OF THE EAST REGIONAL EXPANSION**

OPTION IV

Receive donated land in Plantation Business Park and build new building on that site

- East Regional would stay open during construction of new building
- New building would be designed and built on new site
- Library would move into new facility when complete
- Possibly expand building scope (e.g., move administrative offices and Tech Services into new building)
- Old building/property could be sold to pay for construction costs for East Expansion or for possible new facility in Paradis/Des Allemands/Bayou Gauche area

Costs:

Additional architectural fees for re-design: unknown

Moving materials and furniture into building at close of construction: \$6,500-\$14,000

*Possibly expanded building size: (3,000sf @\$135/sf): \$405,000

Total: minimum \$6,500 - \$14,000

*or \$411,500 - \$419,000 +
architectural fees

Advantages

New building could be re-designed without constraints of existing building
Major cost savings
Ability to expand building (either immediately or in future)
Tie-ins with Destrehan Plantation for publicity, etc., in future
Possible move of Administration/Tech Services would free up space and provide more parking in lot at West Regional
Additional funds for long range building plans
Transition easier on community

Disadvantages

Possible fall-through of the donation
Donor could offer site well off River Rd. with low visibility
Delay in service at new building over expanded building
Not in residential area/loss of walk-in use
Isolation of patrons/staff leaving the building after dark
Destrehan Festival, etc., parking disruption
The barrier of I-310

SERVICE POLICY

Recognizing that the St. Charles Parish Library was established by ordinance of the parish governing body in conformity with state law covering public libraries, and funded by public funds authorized by the parish electorate together with certain state public funds allocated for public library use; and recognizing further that the Library Board of Control was and is appointed by the parish governing body with delegated powers to oversee and control the management of the library in the capacity of a trustee body to serve and protect the interests of the citizens of the parish, it shall be the policy of the Board with respect to the following:

1. Service

Provide courteous service of excellent quality patterned to satisfy the needs and interests of the people of the parish as assessed by the Board and/or the library administration, and to reflect the expressed desires and comments of the people. This service should show balance between the various interests served based upon the use and relative cost practicalities.

2. Finance

Spend monies as needed, within the limits of the revenues and funds available, to provide for the expressed level of service and personnel and books-material requirements, in a sound and prudent business-like manner.

Request periodic tax millage approvals based upon the projected needs of the library for the millage period.

Request annual tax assessments within the authorized millage based upon the ensuing year's projected needs, and to maintain about a 12 month operating surplus at the year's end, exclusive of taxes assessed and collected during the year.

3. Personnel

Employ and/or cause to be employed qualified people at all levels in the organization and require high quality job performance.

Compensate employees on the basis of merit within the various job classification and rate structures.

Maintain rate structures to reflect balance with those of other public employees in jobs requiring approximately the same level of skill and responsibility. Comparisons with other public employees should be made with parish employees first, state employees second, and other local nonpublic employees third.

General salary increases should approximate those of other public employees in a comparative fashion considering other parish employees first, state employees second, and other nonpublic employees third.

Benefits to employees, other than salary should equal or approximate those of other parish employees.

4. Books-Materials

Books and non-book materials added to the collection will normally be selected by the library administration from lists provided by various sources such as the Louisiana

FACILITIES

The perfect library facility is a combination of many things; outstanding and varied collections; the latest technology; good signage and lighting; comfortable furnishings, a warm and welcoming staff, recognizable “zones” for different uses and users; and, an economical, yet appealing design of which the public can be proud.

Standards that help attain the ideal library facility are based on the library’s mission statement and service goals, as well as every librarian’s desire to have collections and facilities that are used and enjoyed. In order to achieve this goal, a needs assessment, followed by a written five-year plan, should be developed and utilized. Based on these documents, a written Building Program that takes into consideration the needs and desires of the public should be formulated for each construction project.

It is the population served that ultimately determines the size and style library required. The size and diversity of this population affect collection size and types, amount and type of technology desired, planned programming, seating, meeting room space necessary, etc.

Points to Consider

- Examine and utilize policies that address all the safety and security issues concerning protection and prevention of loss of structures and collections, as well as the safety of personnel and patrons while in library facilities and incorporate these requirements into the design of all buildings.
- Provide library service on sites that are heavily traveled, convenient, visible and secure. Utilize sites that are easily accessed by private or public transportation with enough acreage available for expansion of both building and parking.
- Design facilities that are appealing, attractive, comfortable and functional.
- Consider simple shapes that are easier to fill, easier to use, and easier to build.
- Consider sight lines for patron orientation and staff supervision.
- Consider terrain factors such as flood zones, elevations, and drainage in the site selection process.
- Design facilities that are flexible, considering possible changes in use, service and patron traffic patterns, and the accommodation of collections that expand.
- Provide display areas for art, new books, public awareness materials, etc.
- Plan adequate electrical, data and telephone connections for current and future needs. Designate a room for telecommunication hardware use.
- Provide adequate electrical outlets to accommodate library users with laptops.
- Provide study rooms and meeting room space.
- Consider staff comfort as well as comfort to users. For example, consider rubber flooring for the area behind the circulation desk.



Everything New Orleans

The Times-Picayune

Paradis library depends on tax Renewal needed to build it, director says

Wednesday, July 02, 2008

By Matt Scallan
River Parishes bureau

There isn't likely to be a new St. Charles Parish library in the Paradis/Des Allemands area until voters decide in 2010 whether to renew the 4.9-mill property tax that supports the system, Library Director Mary desBordes said Monday.

"I don't see how we could move ahead with a project of that size until we know whether we will have the revenue to support it," desBordes said.

The property tax generates about \$4 million per year for the system, and must be renewed every 10 years. In 2006, the library system spent about \$3 million on operations.

The difference, combined with interest on the money, allowed the library system to pay \$1.25 million cash for a new St. Rose branch in 2003, and for the recently awarded \$8.4 million contract to build a new East Regional Library in Destrehan.

Parish Councilman Paul Hogan, whose district includes Bayou Gauche, Des Allemands and Paradis said Tuesday that he hopes that controversy over the decision to build a new East Regional Library rather than refurbish the current building won't derail the renewal effort.

Hogan, who took office in January, has been a harsh critic of that decision, saying it took too much money away from the Paradis branch and caused delays in construction. "If they say they are going to do something here the residents are going to have to be sure that they aren't going to go off and build a library somewhere else," he said. "If they do that, I'll support it."

Library board members are looking at two publicly owned sites for a Paradis branch: One owned by the Sunset Drainage District, which is located behind R.J. Vial Elementary School, the other the former site of Paradis Elementary School.

Sunset Drainage District President Eric Matherne said the district's board members would like to donate the 271-acre tract to the parish. He said the district's board of commissioners will discuss tentative plans for the property at their July 10 meeting at the Parish Courthouse in Hahnville. The meeting is scheduled for 7 p.m. and also will be broadcast on Cox Communications Channel 6.

St. Charles schools spokeswoman Rochelle Cancienne-Touchard said Tuesday that she was not aware of any formal discussions between the school system and library officials about the Paradis Elementary site on Old Spanish Trail.

.....

Matt Scallan can be reached at mcallan@timespicayune.com

April 2, 2009

Carolyn W. Tregre,
President, St. Charles Parish Library Board of Control

My initial comment was that the Board can bring library service to District 4 for a cost of \$1 million using the Cadow St. Property in or they can accomplish the same objective by spending \$4 million for a purpose-built building in the Paradis area. I do not think it possible to justify the additional expense as the library service, which is the most important issue, would be the same regardless of how much the building costs.

Additionally, bringing library service to the area in the Cadow St. building should be more immediately accomplished as the time to bring a new building to fruition will take several years.

Meeting

Residents of *Paradis, Bayou Gauche* and *Des Allemands*, the St. Charles Parish Library cares what you think.

The *St. Charles Parish Library Board of Control* is asking what you want for a library in your community.

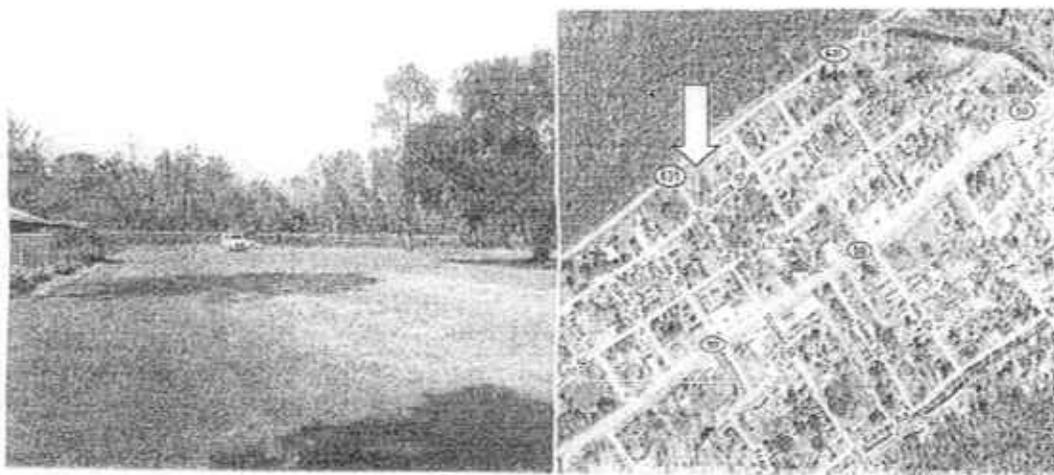
The library board wants to know if you prefer:

- An existing building being turned into a library, to open within approximately one year to eighteen months
- A new library building, to open within approximately four to six years

J. B Martin School
November 18, 2008
at 6:30 p.m.

St. Charles Parish Library
105 Lakewood Drive • Luling, LA 70070
(985) 785-8471 • <http://www.stcharles.lib.la.us>

Old Paradis Elementary School Site, Paradis



- Property of School Board; would sell at appraised value (not available)
- 1.18 acres
- Vacant, but with utilities
- Could build a facility (including parking) up to 14,000 sf on the site
- Advisory Base Flood Elevation: +5

Advantages

Off busy highway
Would get purpose-built facility

Disadvantages

Low visibility
Delay of opening due to building time needed
Not as convenient for school visits (need to cross busy highway)

Cost: Appraised value of property, and approximately \$3-5,000,000 for building and equipment (in 2008 dollars)

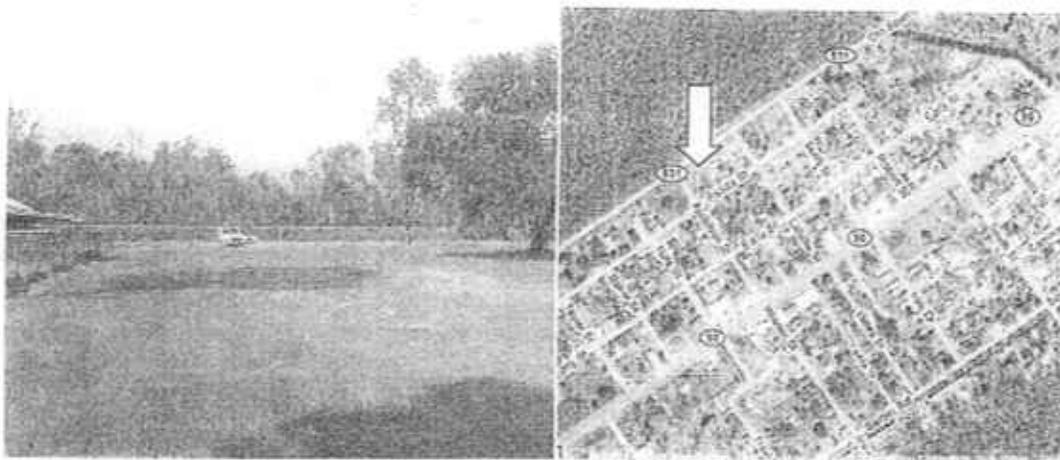
Time to implement: approximately 4-6 years.

Requirements for implementation:

- | | |
|---------------------------|------------|
| • Building | Modular -- |
| • Stick built - | Program |
| • Program | Plan |
| • Architect | Vendor |
| • Plan | Installer |
| • Contractor | |
| • Parking | |
| • Landscaping | |
| • Furniture and equipment | |
| • Collection | |
| • Staff | |

2008

Old Paradis Elementary School Site, Paradis



- Property of School Board; possibility of 99 year lease
- 1.18 acres
- Vacant, but with utilities
- Could build a facility (including parking) 5000 sf on the site
- Advisory Base Flood Elevation: +5

Advantages

- Off busy highway
- Would get purpose-built facility

Disadvantages

- Low visibility
- Delay of opening due to building time needed
- Not as convenient for school visits (need to cross busy highway)

Cost: lease costs (minimal anticipated), and approximately \$1-1.5,000,000 for building and equipment

Time to implement: approximately 18 -24 months.

Requirements for implementation:

- | | |
|---------------------------|-----------|
| • Building | |
| Stick built - | Modular - |
| Program | Program |
| Architect | Plan |
| Plan | Vendor |
| Contractor | Installer |
| • Parking | |
| • Landscaping | |
| • Furniture and equipment | |
| • Collection | |
| • Staff | |

4/27/09

Jara Sims-Touchard, Paradis, LA

- former teacher of St. Charles Parish
- thanked the Library Board for their uncompensated time
- agrees that an existing building is logical
- mentioned expenses that our parish could be facing in the future, such as levees
- new building in East was pushed back, and back, and back
- if we put our resources into a new building we may not see it for years
- our area has a strong French heritage and a library could show and strengthen that heritage

Paul Hogan

- commented that the Library is funded totally separate from the parish
- the library is funded by millage
- levee construction would not have any connection to library funds or a millage for the library
- library millage in 2010 is a renewal only, not a new millage

Anne Candies

- asked if we would have to wait until after a millage to build or renovate

Mary desBordes, Library Director – response to Anne Candies' question

- the library does not have existing funds to build a new library, this would have to wait on a millage
- we would not have to wait on a millage to buy an existing building and renovate, the library does have enough money to buy and renovate an existing building now
- the newspaper stated that constructing a new library would cost about \$3 million, but that is in today's dollars
- a brand new library would have to wait until after the millage to even begin
- a special millage before 2010 would cost \$10,000,000 and that would have to be factored in the cost of a new building
- the Library Board wants to know the feelings of the community, are the feelings strongest in waiting for a new library or purchasing an existing building and renovating
- a purpose built-building is not out of the question
- the Library Board keeps track of the usage of all of the libraries in the parish

Tina Montz, Paradis, LA

- past educator
- asked if it would be 2 years before a new library could be considered due to a millage renewal

Mary desBordes
 April 3, 2009

Issues addressed in the meeting in Parish President V. J. St. Pierre's office on March 24, 2009:

- The perception that *every library in the Parish must be in a purpose-built facility* is unjustified. Effective library service is not dependent on a purpose-built facility. A public library is not a building. It is the collection of materials, resources, and staff available to the public. The majority of library patrons do not care about walls; they care about services. The Parish Library has been offering service in non-purpose built facilities for many years with no reduction of quality.
- * If the Parish Library is *forced to commit to providing one or more new buildings in the next ten years*, the result would be inflexibility in response to other, and perhaps far more important, unforeseen needs. These might include rebuilding following storms; major changes in technologies and concomitant demand from the public; population, industry, or other shifts in the parish; and/or unanticipated reductions in millage revenues.
- *Replacement* of an existing library facility is made for more reasons than an increase in population. Other factors might include the need for new technologies or services not feasible in the existing building, changes in the neighborhood of the facility (e.g., heavy industrialization), facility deterioration, or shifts in population density. There is no reason to assume that purchase of the property desired by the Library Board and installation of library service in that facility necessarily precludes any future purpose-built facility in that area.
- * Should a millage renewal attempt be made this October, the effect of the current economic situation on the voters may result in non-passage. A commitment/decision made on this basis is therefore insecure. In addition, the cost to the Library of a millage election is not insubstantial and should not be made frivolously.


 Mary desBordes
 Library Director

2010-0103

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

A resolution authorizing the issuance of a Special License to Hahnville High School Dugout Club to conduct a Super Bingo.

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

WHEREAS, Section II.D. of Ordinance No. 89-4-2 provides that the Parish Council may issue by resolution special licenses for the conduct of bingo sessions at which the total amount of prizes to be awarded shall not exceed twenty-five thousand dollars (\$25,000.00) in cash or other thing(s) of value.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the issuance of a Special License to Hahnville High School Dugout Club to conduct a Super Bingo on Monday, April 5, 2010, with the total amount of prizes to be awarded not exceeding Fifteen Thousand dollars (\$15,000.00).

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

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

Bingo-HHS Dugout Club 2010

CHAIRMAN : _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

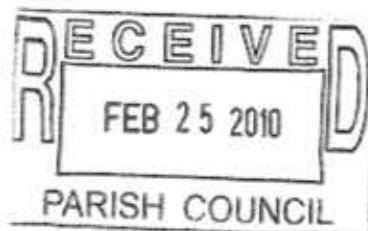
APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

MARCH 1, 2010



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

ATTN: BINGO COMMITTEE

RE: HAHNVILLE HIGH SCHOOL DUGOUT CLUB
 P. O. BOX 326
 BOUTTE, LA 70039

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

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

ANY QUESTIONS ON THE ABOVE MENTIONED ---- PLEASE CALL: B. J.
 CANDIES AT 504 415 7999.

THANKING YOU FOR YOUR PROMPT ATTENTION TO THE ABOVE.

SINCERELY,


 B.J. CANDIES
 PRESIDENT

2010-0104

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

RESOLUTION NO. _____

A resolution to approve and authorize the execution of an Agreement between the State of Louisiana Department of Culture, Recreation and Tourism, Office of State Parks, Division of Outdoor Recreation and St. Charles Parish for Federal funding in the amount of \$150,000.00 for Phase I of the Rathborne Park Development, Federal Project No. 22-00910.

WHEREAS, St. Charles Parish submitted an application seeking Federal assistance in the amount of \$150,000.00 from the Land and Water Conservation Fund (L&WCF) for the development of Phase I of Rathborne Park; and,

WHEREAS, on March 16, 2009, the St. Charles Parish Council adopted Resolution No. 5627 in support of the submission of said application; and,

WHEREAS, by way of a letter dated February 11, 2010, from Mr. Cleve Hardman, Alternate State Liaison Officer, Department of Culture, Recreation and Tourism, advised that the St. Charles Parish L&WCF application was selected for funding; and,

WHEREAS, the development will consist of a baseball field, playground equipment, bike racks, pavilions, picnic tables, grills, fitness stations, benches, site work, bleachers, parking lot and a L&WCF sign; and,

WHEREAS, any wiring covered in this project, or wiring done in the future on this site, must be placed underground; and,

WHEREAS, the Parish has obligated \$150,000.00 or fifty percent (50%) of the estimated project cost in matching funds to satisfactorily complete said project and thus become eligible for the L&WCF assistance; and,

WHEREAS, sufficient funds are on hand to fund said project; 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, do hereby approve and authorize the execution of an Agreement between the State of Louisiana Department of Culture, Recreation and Tourism, Office of State Parks, Division of Outdoor Recreation and St. Charles Parish for funding of Phase I of the Rathborne Park Development, Federal Project No. 22-00910.

BE IT FURTHER RESOLVED that any wiring covered in this project, or wiring done in the future on this site, will be placed underground; and,

BE IT FURTHER RESOLVED that the Parish President is hereby authorized to execute said Agreement, to take necessary action to complete this project, 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:

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

LOUISIANA DEPARTMENT OF CULTURE RECREATION AND TOURISM
OFFICE OF STATE PARKS
DIVISION OF OUTDOOR RECREATION

LAND AND WATER CONSERVATION FUND STATE PROJECT AGREEMENT

Project
Sponsor ST. CHARLES PARISH GOVERNMENT Parish ST. CHARLES Region 3
Federal No. 22-00 910 Project Name RATHBORNE PARK DEVELOPMENT
Project Cost \$ 300,000.00 Approved Funds \$ 150,000.00 Project Period 01/22/10 - 12/31/14

The undersigned political subdivision of the State of Louisiana does hereby agree and accept the same responsibility and obligations as set out in the herein described project and to the same extent and in the same manner, including all federal requirements, as does the State of Louisiana.

PROJECT SCOPE (Description of Project)

The St. Charles Parish Government will develop a 12.63+/- acres of land located on the Cousins Canal southeast of Luling, St. Charles Parish, Louisiana. Development will consist of a Baseball Field, Playground Equipment, Bike Racks, Pavilions, Picnic Tables, Grills, Fitness Stations, Benches, Site Work, Bleachers, Parking Lot and L&WCF sign.

ALL UTILITY LINES WILL BE PLACED UNDERGROUND.

The State of Louisiana hereby promises to obtain federal monies for that portion of the project referred to as "federal funds", to accept such funds from the United States and disburse same to participant or its fiscal agent that portion of the total obligation that is the United States' share. It is understood by the parties hereto that this agreement shall not obligate State of Louisiana funds for the project costs described herein. It is further understood that in the event federal funds are not available for this project within a period of one year from the date of this agreement that this agreement is null and void. The participant hereby promises, in consideration of the promises made by the State herein, to execute the project stage described in accordance with the terms of this agreement, it being understood that incurred costs will not be reimbursed without written approval that such federal funds have been encumbered.

The following are hereby incorporated into this agreement: 1) General Provisions as set out in the L&WCF Manual; and 2) Project application and attachments.

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

Compliance with Executive Order 12432 as described in Attachment #1

Compliance with OMB Circular A-133 which requires annual audits while project is active and a final audit upon completion.

Compliance with the terms and intent of P.O. 93-234 the Flood Disaster Protection Act of 1973; P.L. 90-480, Architectural Barriers Act of 1968, P.L. 101-336, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Historic Properties Preservation Act of 1966 (80 Stat. 915 16 U.S.C. 470; National Environmental Policy Act of 1969 (P.L. 91-190); OMB Circulars A-133, A-87 and Executive Order 12378; Executive Order 1 1246 as amended (Equal Employment Opportunity) 41 CFR Part 60; Copeland Anti-Kickback Act (18 U.S.C. 874 DOL (29 CFR, Part 3); Clean Air Act of 1970 (construction contract of amounts in excess of \$10, 000); Nondiscrimination on the Basis of Handicap Section 504 Rehabilitation Act of 1973, DOI(43CFR, Part 17).

The State shall transfer to the participant or its fiscal agent all funds granted hereunder except that portion designated as state administrative cost and, as applicable, permanent acknowledgment sign, temporary sign, or review appraiser's fee, or all of them.

Since the burden and responsibility for financial administration of this program rests with the state, the participant or its fiscal agency agrees to refund to the state any funds disbursed to participant or its fiscal agent which are disallowed for elements of the project proposal on the same basis as required of the state by the federal government.

The project sponsor shall not at any time convert any property acquired or developed pursuant to this agreement to other than public outdoor recreation uses specified in the project proposal attached hereto without the prior approval of the Director, National Park Service.

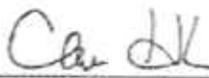
In the event future support should not be forthcoming for subsequent phases or overruns, the participant agrees to bring the project to a state of usefulness so that funds invested shall not be lost. A determination of the state of usefulness will be the same basis as that required of the state by the federal government.

The participant agrees that complete plans and specifications will be submitted within four months of the date of approval on the federal level and that construction will begin on the site within six months of the grant approval and will demonstrate steady progress to project completion; the penalty for non-compliance will be withdrawal of the grant. It is agreed that billings will be submitted to the state within 45 days after completion of each element of work or payment on a contract expressing percentage of each element in accord with the project proposal. Further, the participant or its fiscal agent agrees to submit a final billing within 90 days after the end of the project period or completion of the project, whichever is sooner.

In witness whereof, the parties hereto have executed this agreement this 11 day of February
A.D. 2010

STATE OF LOUISIANA

POLITICAL SUBDIVISION



BY: Liaison Officer (or Alternate)

2010-0113

INTRODUCED BY: DENNIS NUSS, COUNCILMAN, DISTRICT VII
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIV. A
TERRY AUTHEMENT, COUNCILMAN-AT-LARGE, DIV. B
BILLY RAYMOND, SR., COUNCILMAN, DISTRICT I
SHELLEY M. TASTET, COUNCILMAN, DISTRICT II
WENDY BENEDETTO, COUNCILWOMAN, DISTRICT III
PAUL J. HOGAN, P.E., COUNCILMAN, DISTRICT IV
LARRY COCHRAN, COUNCILMAN, DISTRICT V
MARCUS M. LAMBERT, COUNCILMAN, DISTRICT VI

RESOLUTION NO. _____

A resolution strongly requesting the Louisiana Department of Transportation and Development to expedite the repair of the expansion joints missing on the down ramp of I-310 to Highway 90 East and additional locations throughout the Parish.

WHEREAS, on November 24, 2009, a letter was sent to the DOTD requesting these repairs; and,

WHEREAS, on November 30, 2009, a letter was received from DOTD advising that this information had been forwarded to the Area Engineer, Mr. Chris Morvant for further handling; and,

WHEREAS, after receiving no further correspondence from the DOTD regarding the matter, the Council Secretary's Office called Mr. Chris Morvant for an update, being advised that placing asphalt over this was not the solution and that the road would have to be lifted which hopefully would be done within the next month; and,

WHEREAS, by February 23, 2010, repairs had not been made, nor any evidences that this would be corrected soon, the Council Secretary's Office called Mr. Morvant again and was advised that the statewide bridge maintenance crew was aware of the problem at this location and five additional locations within the Parish and that we were added to the list but a repair date had not been scheduled; and,

WHEREAS, it is imperative that this work be commenced without delay avoiding possible accidents and damage to vehicles.

NOW THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby strongly request the Louisiana Department of Transportation and Development to expedite the repair of the expansion joints missing on the down ramp of I-310 to Highway 90 East and additional locations throughout the Parish.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to Governor Bobby Jindal, Senator Joel T. Chaisson II, Representative Gary L. Smith, Jr., Louisiana Department of Transportation and Development Secretary William Ankner, Louisiana Department of Transportation and Development Traffic Operation Engineer Mr. Steve Strength, Louisiana Department of Transportation and Development District Administrator Michael Stack, and Louisiana Department of Transportation and Development Legislative Liaison Roy Quezaire.

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

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

repair expansion joints I-310.doc

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____