



St. Charles Parish Meeting Minutes

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

Parish Council

Draft

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

Monday, April 23, 2012

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present: 7 - Carolyn K. Schexnaydre, Clayton 'Snookie' Fauchaux, Terrell D. Wilson, Paul J. Hogan, Lawrence 'Larry' Cochran, Traci A. Fletcher, Dennis Nuss

Absent: 2 - Shelley Tastet, Wendy Benedetto

Also Present: Parish President V.J. St. Pierre, Jr., Chief Operations Officer John "Rusty" Walker, Chief Administrative Officer Timmy Vial, Legal Director Leon C. Vial, III, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Kimberly Marousek, Finance Director Grant Dussom, Grant Officer Holly Fonseca, Public Information Officer Renee Simpson, CZM Administrator Earl Matherne, Purchasing Officer Bobby Donaldson, Waterworks Director Robbie Brou, Community Services Director Joan Tonglet Diaz, Economic Development & Tourism Director Corey Fauchaux, Animal Control Officer Angie Robert, Risk Management Officer Monique Granier, Personnel Officer Sandy Zimmer

CALL TO ORDER

Meeting called to order at 6:06 pm.

PRAYER

*Reverend Gary Keene
First Baptist Church of Luling*

PLEDGE

*Reverend Gary Keene
First Baptist Church of Luling*

APPROVAL OF MINUTES

A motion was made by Councilmember Fletcher, and seconded to approve the Minutes from the Regular Meeting of April 9, 2012. The motion carried by the following vote:

Votes: Yea: 7 - Schexnaydre, Fauchaux, Wilson, Hogan, Cochran, Fletcher, Nuss

Nay: 0

Absent: 2 - Tastet, Benedetto

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 **2012-0160** (4/23/2012, St. Pierre)
 Proclamation: "Fair Housing Month in St. Charles Parish"
 Read
- 2 **2012-0165** (4/23/2012, Cochran)
 Proclamation: "Youth Wetlands Week"
 Read
- 3 **2012-0163** (4/23/2012, St. Pierre)
 Proclamation: "National Day of Prayer"
 Read
- 2012-0164** (4/23/2012, Wilson)
 Proclamation: "Little Red Church Festival Weekend"
 President St. Pierre asked that File No. 2012-0164 be deferred until later in the meeting.
 Deferred

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2012-0140** (4/9/2012)
 Risk Management/Safety
 Reported
- 2012-0158** (4/23/2012)
 Civil Service Board/Personnel Office
 Ms. Sandy Zimmer reported on the Personnel Office and the Civil Service Board. Mr. Bill Hehmeyer reported on employee training.
 Reported
- 2012-0159** (4/23/2012, St. Pierre)
 Parish President Remarks/Report
 Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, MAY 7, 2012, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2012-0166 (4/23/2012, St. Pierre, Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P101001-2, St. Charles Parish Courthouse HVAC Efficiency Improvements Project to increase the contract amount by \$14,938.55, with no change in contract time.

Publish/Scheduled PH

2012-0167 (4/23/2012, St. Pierre, Department of Public Works)

An ordinance to approve and authorize the Parish President to acquire property located 508 Steve St. further identified as Lot 11-A, Square 9-A, Fairfield Plantation Oaks Subdivision in St. Rose, St. Charles Parish, Louisiana from Maximo and Alexander Camacho and/or all other owners of record, as their interests may appear, in the amount of \$113,500.00.

Publish/Scheduled PH

PLANNING AND ZONING PETITIONS

4 **2012-0153** (4/9/2012, St. Pierre, Department of Planning & Zoning)

An ordinance approving and authorizing a home occupation under the operation of Michael J. Zeringue - "Hunters' Paradise Gun Repairs" - a gun repair business- at 513 Ellington Ave., Luling.

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Mr. Michael J. Zeringue, Luling

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss

Nay: 0

Absent: 2 - Tastet, Benedetto

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

5 **2012-0144** (4/9/2012, Wilson)

An ordinance to amend the Code of Ordinances Chapter 15, Motor Vehicles and Traffic, to add a "No Jake Brake" area between 15281 and 15783 River Road in Hahnville.

Reported:

Councilman Wilson Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
 Nay: 0
 Absent: 2 - Tastet, Benedetto

- 6 **2012-0145** (4/9/2012, St. Pierre, Department of Waterworks)
 An ordinance to approve and authorize the execution of Change Order No. 1 and Final for the F.Y. 2008-2009 LCDBG Program for Water Distribution System Improvements for LA 631 to increase the contract time by 74 calendar days and to decrease the contract amount by \$93,722.48.

Reported:

Waterworks Department Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
 Nay: 0
 Absent: 2 - Tastet, Benedetto

- 11 **2012-0147** (4/9/2012, Nuss)
 An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the twenty-five (25) miles per hour speed limit to lower the speed limit on Primrose Drive, between Valencia Drive and River Ridge Drive in Luling to fifteen (15) miles per hour.

Reported:

Councilman Nuss Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
 Nay: 0
 Absent: 2 - Tastet, Benedetto

- 12 **2012-0148** (4/9/2012, St. Pierre)
 An ordinance to approve and authorize the execution of an Intergovernmental Agreement between St. Charles Parish and the River Parishes Transit Authority (RPTA) to provide supplemental funding for the operation of a public transit system.

Reported:

Parish President Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
 Nay: 0
 Absent: 2 - Tastet, Benedetto

- 15 **2012-0149** (4/9/2012, St. Pierre, Department of Community Services)
 An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and the St. Charles Parish School Board for the Summer Food Service Program.

Reported:

Community Services Department Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
Nay: 0
Absent: 2 - Tastet, Benedetto

21 **2012-0131** (4/9/2012, St. Pierre, Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P990604-1, Coronado Park Area Pump Station #2 Drainage Improvements Project to decrease the contract amount by \$63,622.00 and increase the contract time by four (4) days.

Reported:
Public Works Department Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
Nay: 0
Absent: 2 - Tastet, Benedetto

25 **2012-0150** (4/9/2012, St. Pierre, Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 2 - (Final) for Parish Project No. P090904, Engineers Canal Pump Station Bar Screen Cleaner Project to decrease the contract amount by \$6,660.00.

Reported:
Public Works Department Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
Nay: 0
Absent: 2 - Tastet, Benedetto

28 **2012-0151** (4/9/2012, St. Pierre, Department of Animal Control)

An ordinance to approve and authorize the execution of Change Order No. 2 for the Animal Shelter at 931 Rue La Cannes in Luling to increase the Contract Time by 50 days.

Reported:
Animal Control Department Recommended: Approval

Speakers:
Mr. John Campo, Campo Desings - Architects

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
Nay: 0
Absent: 2 - Tastet, Benedetto

2012-0152 (4/9/2012, Hogan, Schexnaydre, Faucheux, Wilson)

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

Reported:
Councilman Hogan Recommended: Approval
Councilwoman Schexnaydre Recommended: Approval
Councilman Faucheux Recommended: Approval
Councilman Wilson Recommended: Approval

PH Requirements Satisfied

Discussion: to postpone indefinitely File No. 2012-0152

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

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
Nay: 0
Absent: 2 - Tastet, Benedetto

31 **2012-0154** (4/9/2012, St. Pierre, Department of Planning & Zoning)

An ordinance to amend the Code of Ordinances Appendix A, Section III to add the definition of "Directional Boring" and "Directional Boring Slurry" Appendix A, Section VI. D [I]. 1. c. Special Permit Uses in the M-1 Zoning District, to allow "Directional Boring Slurry Disposal" as a Special Permit Use.

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
Nay: 0
Absent: 2 - Tastet, Benedetto

RESOLUTIONS

32 **2012-0161** (4/23/2012, St. Pierre, Grants Office, Wilson)

A resolution to approve and authorize the execution of an Agreement between the State of Louisiana Division of Administration and St. Charles Parish for funding in the amount of \$142,800.00 for the LA18 Cast Iron Water Main Replacement in Hahnville through the Louisiana Office of Community Development's FY 2011-2012 Community Water Enrichment Fund, CWEF File #1112-CWEF-STC-0001.

Reported:

Grants Office Recommended: Approval

Councilman Wilson Recommended: Approval

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
Nay: 0
Absent: 2 - Tastet, Benedetto

42 **2012-0162** (4/23/2012, Wilson)

A resolution requesting the Louisiana Department of Transportation and Development perform a traffic study to determine the feasibility of the construction of center turning lanes on LA 48 (River Road) at its intersection with River Oaks Drive, Destrehan.

Reported:

Councilman Wilson Recommended: Approval

Votes: Yea: 7 - Schexnaydre, Faucheux, Wilson, Hogan, Cochran, Fletcher, Nuss
Nay: 0
Absent: 2 - Tastet, Benedetto

43

2012-0164 (4/23/2012, Wilson)

Proclamation: "Little Red Church Festival Weekend"

President St. Pierre requested to read File No. 2012-0164 which was previously deferred.

Read

APPOINTMENTS

2012-0092 (2/27/2012)

A resolution appointing a member to the Sunset Drainage District.

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

Votes: Yea: 7 - Schexnaydre, Fauchaux, Wilson, Hogan, Cochran, Fletcher, Nuss

Nay: 0

Absent: 2 - Tastet, Benedetto

2012-0146 (4/23/2012)

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

Vacancy Announced

2012-0155 (4/23/2012)

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

Vacancy Announced

2012-0156 (4/23/2012)

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

Vacancy Announced

2012-0157 (4/23/2012)

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

Vacancy Announced

ADJOURNMENT

A motion was made by Councilmember Fletcher, and seconded to adjourn the meeting at approximately 7:06 pm. The motion carried by the following vote:

Votes: Yea: 7 - Schexnaydre, Fauchaux, Wilson, Hogan, Cochran, Fletcher, Nuss

Nay: 0

Absent: 2 - Tastet, Benedetto

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Calli Madere
Acting Council Secretary

PROCLAMATION

WHEREAS, *the 44th Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively – to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and,*

WHEREAS, *this law guarantees for each citizen the critical, personal element of freely choosing a home; and,*

WHEREAS, *a fair housing law has been passed by the State of Louisiana, and implementation of the law requires the positive commitment, involvement, and support of each of our citizens; and,*

WHEREAS, *the departments and agencies of the State of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and,*

WHEREAS, *barriers that diminish the rights and limit the options of any citizen to freely choose a home will ultimately diminish the rights and limit the options of all.*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby proclaim the month of **APRIL 2012,** as

**“FAIR HOUSING MONTH
IN
ST. CHARLES PARISH”**

s/V.J. ST. PIERRE, JR.

V.J. ST. PIERRE, JR.

PARISH PRESIDENT

s/CLAYTON FAUCHEUX, JR.

CLAYTON FAUCHEUX, JR.

COUNCILMAN AT LARGE, DIV. B

s/TERRELL D. WILSON

TERRELL D. WILSON

COUNCILMAN, DISTRICT I

ABSENT

SHELLEY M. TASTET

SHELLEY M. TASTET

COUNCILMAN, DISTRICT II

ABSENT

WENDY BENEDETTO

WENDY BENEDETTO

COUNCILWOMAN, DISTRICT III

s/CAROLYN K. SCHEXNAYDRE

CAROLYN K. SCHEXNAYDRE

COUNCILWOMAN AT LARGE, DIV. A

s/PAUL J. HOGAN, PE

PAUL J. HOGAN, PE

COUNCILMAN, DISTRICT IV

s/LARRY COCHRAN

LARRY COCHRAN

COUNCILMAN, DISTRICT V

s/TRACI A. FLETCHER

TRACI A. FLETCHER

COUNCILWOMAN, DISTRICT VI

s/DENNIS NUSS

DENNIS NUSS

COUNCILMAN, DISTRICT VII

PROCLAMATION

- WHEREAS,** America's WETLANDS, a vast landscape extending along Louisiana's coast and home to a unique and intricate ecosystem is disappearing at a rate of 25 square miles per year; and,
- WHEREAS,** America's WETLANDS, is an area of world ecological significance and strategic importance to our national economy and energy security, and is at a great risk; and,
- WHEREAS,** America's WETLANDS, is the wintering habit for millions of waterfowl and migratory birds whose habitat is lost as the wetlands disappear, and the Nation relies on Louisiana's working wetlands to provide protection for oil and gas pipelines that serve as a major artery for delivering more than 25 percent of the Nation's energy; and,
- WHEREAS,** Louisiana's proposed Comprehensive Coastal Protection and Restoration Master Plan is an integral component in our work to preserve, protect, and restore America's WETLANDS; and,
- WHEREAS,** the LSU AgCenter and the LA Department of Natural Resources has teamed up for the fourth year to bring teachers and students throughout our State and Parish the Youth Wetlands Week Program; a program consisting of environmental education lessons and hands-on activities designed to heighten the awareness of Louisiana's youth to the unprecedented problem of wetland loss; and,
- WHEREAS,** last year within St. Charles Parish, 675 students and 8 teachers participated in Youth Wetlands Week and in 2012, there are 400 plus students and 5 teachers enrolled to participate in the program.

NOW, THEREFORE BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE WEEK OF **APRIL 23-27, 2012, AS**

"YOUTH WETLANDS WEEK"

IN ST. CHARLES PARISH AND URGE EVERYONE TO TAKE THIS WEEK TO LEARN MORE ABOUT COASTAL PROTECTION AND SUPPORT EFFORTS TO RAISE AWARENESS ABOUT THE CRITICAL NEED FOR LOUISIANA TO DEVELOP A SUSTAINABLE COAST.

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

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

s/TERRELL D. WILSON
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
ABSENT

SHELLEY M. TASTET
SHELLEY M. TASTET
COUNCILMAN, DISTRICT II
ABSENT

WENDY BENEDETTO
WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

s/CAROLYN K. SCHEXNAYDRE
CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

s/PAUL J. HOGAN, PE
PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV

s/LARRY COCHRAN
LARRY COCHRAN
COUNCILMAN, DISTRICT V

s/TRACI A. FLETCHER
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

s/DENNIS NUSS
DENNIS NUSS
COUNCILMAN, DISTRICT VII

PROCLAMATION

WHEREAS, our Nation was founded by men who sought wisdom and guidance through prayer; and,
WHEREAS, the National Day of Prayer was first proclaimed by the Continental Congress in 1775; and,
WHEREAS, the Congress of the United States in 1952, enacted legislation setting aside a Day of Prayer for the Nation, and 1988, designated the first Thursday in May as the National Day of Prayer; and,
WHEREAS, prayer has played a strong role in our Nation's history and heritage, as many Americans have depended on it for healing, hope and guidance; and,
WHEREAS, the observance of the National Day of Prayer has proved to be a powerful tool that has brought together and united citizens from diverse religious backgrounds in an effort to face life's challenges with renewed hope; and,
WHEREAS, this year marks the 61st annual National Day of Prayer, and people will gather together across our Nation to observe this symbolic event.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY DECLARE THURSDAY, MAY 3, 2012, AS

"NATIONAL DAY OF PRAYER"

IN ST. CHARLES PARISH.

s/V.J. ST. PIERRE, JR.
V.J. ST. PIERRE, JR.
PARISH PRESIDENT
s/CLAYTON FAUCHEUX, JR.
CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B
s/TERRELL D. WILSON
TERRELL D. WILSON
COUNCILMAN, DISTRICT I
ABSENT
SHELLEY M. TASTET
SHELLEY M. TASTET
COUNCILMAN, DISTRICT II
ABSENT
WENDY BENEDETTO
WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

s/CAROLYN K. SCHEXNAYDRE
CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A
s/PAUL J. HOGAN, PE
PAUL J. HOGAN, PE
COUNCILMAN, DISTRICT IV
s/LARRY COCHRAN
LARRY COCHRAN
COUNCILMAN, DISTRICT V
s/TRACI A. FLETCHER
TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI
s/DENNIS NUSS
DENNIS NUSS
COUNCILMAN, DISTRICT VII

2012-0153

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

ORDINANCE NO. 12-4-7

An ordinance approving and authorizing a home occupation under the operation of Michael J. Zeringue – "Hunters' Paradise Gun Repairs" – a gun repair business– at 513 Ellington Ave., Luling.

WHEREAS, Michael J. Zeringue has requested a permit for a firearms repair business at his home; and,

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

WHEREAS, a firearms repair business requires a "dealers' license" from the Bureau of Alcohol, Tobacco, Firearms, and Explosives; and,

WHEREAS, at a meeting on April 5, 2012 the St. Charles Parish Planning and Zoning Commission recommended approval of the request with the following stipulations:

1. That the business be permitted exclusively for firearms repair, and not permitted for firearms sale.
2. That Mr. Zeringue obtain the required federal license prior to obtaining an occupational license.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the home occupation application by Michael J. Zeringue, to operate "Hunters' Paradise Gun Repairs"– a firearms repair business —at 513 Ellington Ave., Luling is approved.

SECTION II. That the approval of the home occupation is contingent upon the following stipulations:

1. That Mr. Zeringue obtain his federal firearms dealers' license prior to obtaining an occupational license
2. That the business is permitted only to repair firearms NOT to sell them.

SECTION III. That upon receipt of Mr. Zeringue's federal firearms license, the Department of Planning & Zoning is authorized to grant Mr. Zeringue a home occupation permit to operate "Hunters' Paradise Gun Repairs" — a firearms repair business at 513 Ellington Ave., Luling with the stipulation that firearms sales are not permitted.

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

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

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

ACTING SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: [checkmark] DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 4-25-12

AT: 10:25am RECD BY: cm

2012-0144

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I
ORDINANCE NO. 12-4-8

An ordinance to amend the Code of Ordinances Chapter 15, Motor Vehicles and Traffic, to add a "No Jake Brake" area between 15281 and 15783 River Road in Hahnville.

WHEREAS, the practice of engine braking by diesel trucks (sometimes referred to as "Jake Brake"), creates disturbing, excessive and offensive noise when they are used; and

WHEREAS, this problem has become a nuisance in the area between 15281 River Road and 15783 River Road in Hahnville

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances is hereby amended, in Section 15-5.1 (a) by adding the following sentence:

It shall be unlawful for any driver of a truck or truck-tractor to activate or use the unit's engine brake ("Jake Brake"), between 15281 River Road and 15783 River Road (LA 18) in Hahnville, except in an emergency situation.

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

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

And the ordinance was declared adopted this 23rd day of April, 2012 to become effective five (5) days after publication in the Official Journal.

Ordinance - Jake Brake - Hahnville.doc

CHAIRMAN: 

ACTING SECRETARY: 

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: April 25, 2012

AT: 10:25 am RECD BY: cm

2012-0145

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

ORDINANCE NO. 12-4-9

An ordinance to approve and authorize the execution of Change Order No. 1 and Final for the F.Y. 2008-2009 LCDBG Program for Water Distribution System Improvements for LA 631 to increase the contract time by 74 calendar days and to decrease the contract amount by \$93,722.48.

WHEREAS, Ordinance No. 11-2-6 adopted February 21, 2011, by the St. Charles Parish Council, approved and authorized the execution of a contract with Byron E. Talbot Contractor, Inc. for the F.Y. 2008-2009 LCDBG Program for Water Distribution System Improvements for LA 631 in the amount of \$642,610.00; and,

WHEREAS, It is now necessary to increase the contract time by 74 calendar days and to decrease the contract amount by \$93,722.48.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. One (1) and Final for the F.Y. 2008-2009 LCDBG Program for Water Distribution System Improvements for LA 631 to increase the contract time by 74 calendar days and to decrease the contract amount by \$93,722.48 is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. One (1) and Final on behalf of St. Charles Parish.

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

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

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

ACTING

SECRETARY: Chelli Madere

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: DISAPPROVED:

PARISH PRESIDENT: 

RETD/SECRETARY: April 25, 2012

AT: 10:25 am RECD BY: cm

SECTION 00804

CHANGE ORDER

Order No. 1 & Final
Date: February 29, 2012
Agreement Date: February 22, 2011

PROJECT: F.Y. 2008-2009 LCDBG Program for Water Distribution System Improvements for LA 631

OWNER: St. Charles Parish Department of Waterworks

CONTRACTOR: Byron E. Talbot Contractor, Inc.

The following changes are hereby made to the CONTRACT DOCUMENTS

Justification: Final & Equalizing Change Order

Change to CONTRACT PRICE:

Original CONTRACT PRICE \$ 642,610.00

Current CONTRACT PRICE adjusted by previous CHANGE ORDER \$ 642,610.00

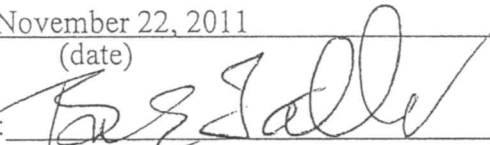
The CONTRACT PRICE due to this CHANGE ORDER will be decreased by \$ 93,722.48

The new CONTRACT PRICE including this CHANGE ORDER will be \$ 548,887.52

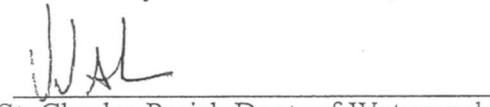
Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) by 74 calendar days.

The date for completion of all work will be November 22, 2011
(date)

Requested By: 

Approvals By: 
Shread-Kuyrkendall & Assoc., Inc.


St. Charles Parish Dept. of Waterworks
St. Charles Parish President

ADJUSTED QUANTITIES
F.Y. 2008-2009 LCDBG Program for Water Distribution System
Improvements for LA 631

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Amount</u>
From: 3	12" C-900 Waterline	8800	LF	\$ 31.75	\$ 279,400.00	
To:	12" C-900 Waterline	8615	LF	\$ 31.75	\$ 273,526.25	(5,873.75)
From: 4	12" Directional Drill HDPE Crossing	260	LF	\$ 83.00	\$ 21,580.00	
To:	12" C-900 Waterline	200	LF	\$ 83.00	\$ 16,600.00	(4,980.00)
From: 5	6" C-900 Waterline	200	LF	\$ 20.00	\$ 4,000.00	
To:	6" C-900 Waterline	15	LF	\$ 20.00	\$ 300.00	(3,700.00)
From: 6	12" Gate Valve with Box	12	EA	\$ 2,315.00	\$ 27,780.00	
To:	12" Gate Valve with Box	10	EA	\$ 2,315.00	\$ 23,150.00	(4,630.00)
From: 7	8" C-900 Waterline	60	LF	\$ 25.00	\$ 1,500.00	
To:	8" C-900 Waterline	30	LF	\$ 25.00	\$ 750.00	(750.00)
From: 8	8" Gate Valve with Box	2	EA	\$ 1,350.00	\$ 2,700.00	
To:	8" Gate Valve with Box	1	EA	\$ 1,350.00	\$ 1,350.00	(1,350.00)
From: 10	12" x 8" MJ Tee	2	EA	\$ 500.00	\$ 1,000.00	
To:	12" x 8" MJ Tee	1	EA	\$ 500.00	\$ 500.00	(500.00)
From: 11	12" PVC Waterline w/ restrained joints	200	LF	\$ 36.00	\$ 7,200.00	
To:	12" PVC Waterline w/ restrained joints	120	LF	\$ 36.00	\$ 4,320.00	(2,880.00)
From: 15	18" A-2000 PVC Casing	900	LF	\$ 30.00	\$ 27,000.00	

To:		18" A-2000 PVC Casing	452	LF	\$	30.00	\$	13,560.00	\$	(13,440.00)
From:	18	12" MJ 45 degree Bend	5	EA	\$	450.00	\$	2,250.00		
To:		12" MJ 45 degree Bend	4	EA	\$	450.00	\$	1,800.00	\$	(450.00)
From:	20	12" MJ 11 1/4 degree Bend	5	EA	\$	450.00	\$	2,250.00		
To:		12" MJ 11 1/4 degree Bend	2	EA	\$	450.00	\$	900.00	\$	(1,350.00)
From:	23	Remove and Replace Asph. Dr. (4" Thick)	240	SY	\$	72.00	\$	17,280.00		
To:		Remove and Replace Asph. Dr. (4" Thick)	97.93	SY	\$	72.00	\$	7,050.96	\$	(10,229.04)
From:	24	Remove and Replace Asph. Str. (6" Thick)	200	SY	\$	82.00	\$	16,400.00		
To:		Remove and Replace Asph. Str. (6" Thick)	149.11	SY	\$	82.00	\$	12,227.02	\$	(4,172.98)
From:	25	Remove and Replace Concr. Pvmnt (6" Thick)	220	SY	\$	100.00	\$	22,000.00		
To:		Remove and Replace Concr. Pvmnt (6" Thick)	182.66	SY	\$	100.00	\$	18,266.40	\$	(3,733.60)
From:	26	Limestone (6" Thick)	1200	SY	\$	20.50	\$	24,600.00		
To:		Limestone (6" Thick)	750.58	SY	\$	20.50	\$	15,386.89	\$	(9,213.11)
From:	31	Relocation of Infrastructure Items	1	LUMP	\$	25,000.00	\$	25,000.00		
To:		Relocation of Infrastructure Items	1	LUMP	\$	2,800.00	\$	2,800.00	\$	(22,200.00)
TOTAL DECREASES:										
\$ <u><u>(89,452.48)</u></u>										

INCREASES

	<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Amount</u>
From:	9	12" x 6" MJ Tee	15	EA	\$ 500.00	\$	7,500.00
To:		12" x 6" MJ Tee	18	EA	\$ 500.00	\$	9,000.00
							\$ 1,500.00

From: 22	6" Gate Valve with Box	15	EA	\$ 850.00	\$ 12,750.00
To:	6" Gate Valve with Box	18	EA	\$ 850.00	\$ 15,300.00
					\$ 2,550.00
From: 27	Supply and Install 6" Fire Hydrant	12	EA	\$ 2,300.00	\$ 27,600.00
To:	Supply and Install 6" Fire Hydrant	15	EA	\$ 2,300.00	\$ 34,500.00
					\$ 6,900.00
TOTAL INCREASES:					\$ 10,950.00

DELETIONS

<u>Item</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Amount</u>
From: 13	8" Backflow Preventer	1	EA	\$ 10,500.00	\$ 10,500.00	
To:	8" Backflow Preventer	0	EA	\$ 10,500.00	\$ -	(10,500.00)
From: 17	12" MJ 90 degree bend	5	EA	\$ 450.00	\$ 2,250.00	
To:	12" MJ 90 degree bend	0	EA	\$ 450.00	\$ -	(2,250.00)
From: 19	12" MJ 22 1/2 degree bend	5	EA	\$ 450.00	\$ 2,250.00	
To:	12" MJ 22 1/2 degree bend	0	EA	\$ 450.00	\$ -	(2,250.00)
From: 21	8" MJ 90 degree bend	1	EA	\$ 220.00	\$ 220.00	
To:	8" MJ 90 degree bend	0	EA	\$ 220.00	\$ -	(220.00)
TOTAL DELETIONS:					\$ (15,220.00)	

ORIGINAL CONTRACT AMOUNT:	\$ 642,610.00
DECREASES:	\$ (89,452.48)
INCREASES:	\$ 10,950.00
DELETIONS:	\$ (15,220.00)
Net Change:	\$ (93,722.48)

FINAL CONTRACT AMOUNT: \$ 548,887.52

2012-0147

INTRODUCED BY: DENNIS NUSS, COUNCILMAN, DISTRICT VII

ORDINANCE NO. 12-4-10

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the twenty-five (25) miles per hour speed limit to lower the speed limit on Primrose Drive, between Valencia Drive and River Ridge Drive in Luling to fifteen (15) miles per hour.

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

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

WHEREAS, the Parish Council desires to provide an exception to lower the speed limit on Primrose Drive, between Valencia Drive and River Ridge Drive in Luling.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Section 15-9 of the Traffic Code is hereby amended to add No. 64 as follows:

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

EXCEPT:

(64) Primrose Drive, between Valencia Drive and River Ridge Drive in Luling, the speed limit shall be fifteen (15) miles per hour.

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

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

NAYS: NONE

ABSENT: TASTET, BENEDETTO

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

Speed Limit - Primrose Drive.doc

CHAIRMAN: [Signature]

ACTING SECRETARY: Calli Imadore

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: April 25, 2012

AT: 10:25 am RECD BY: CJM

2012-0148

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

ORDINANCE NO. 12-4-11

An ordinance to approve and authorize the execution of an Intergovernmental Agreement between St. Charles Parish and the River Parishes Transit Authority (RPTA) to provide supplemental funding for the operation of a public transit system.

WHEREAS, the Constitution of the State of Louisiana and the Local Services Law of the State of Louisiana provide for political subdivisions to engage in cooperative endeavors for public purposes; and,

WHEREAS, both St. Charles Parish and the RPTA are authorized by law to provide public transit services; and,

WHEREAS, the RPTA began operations in St. Charles Parish on February 2, 2009 and there exists a desire to continue said public transit system in St. Charles Parish; and,

WHEREAS, the RPTA is not in a financial position to operate said system without supplemental funds being made available to cover expenses; and,

WHEREAS, it is the desire of the Parish President and the Parish Council to provide said supplemental funds in accordance with the terms of an Intergovernmental Agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Intergovernmental Agreement between St. Charles Parish and the RPTA is hereby approved.

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

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

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

NAYS: NONE

ABSENT: TASTET, BENEDETTO

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

ACTING

SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: April 25, 2012

AT: 10:25 am RECD BY: cm

INTERGOVERNMENTAL AGREEMENT
BETWEEN

ST. CHARLES PARISH

AND

THE RIVER PARISHES TRANSIT AUTHORITY

THIS AGREEMENT made this ___ day of _____ 2012, by and between ST. CHARLES PARISH ("PARISH"), Post Office Box 302, 15045 River Road, Hahnville, LA 70057, HEREIN REPRESENTED BY V. J. ST. PIERRE, Jr., PARISH PRESIDENT,

AND

THE RIVER PARISHES TRANSIT AUTHORITY, ("RPTA") Post Office Box 2444, LaPlace, LA 70069, HEREIN REPRESENTED BY BRENT PETIT, CHAIRMAN.

WHEREAS, the River Parishes Transit Authority (RPTA) was created pursuant to Louisiana Revised Statutes 48:1601 et seq as a body politic and corporate and a political subdivision of the state comprising all of the territory in the parishes of St. Charles, St. James and St. John the Baptist; and,

WHEREAS, the RPTA was created for the purpose to "plan, design, lease (as lessee), purchase, acquire, hold, own, construct, improve, have equity in, maintain, and administer a transit system within the area, to operate same or contract therefore, and to lease (as lessor) same for operation by private parties"; and,

WHEREAS, the RPTA began operation of such transit system in an area including St. Charles and St. John the Baptist Parishes on February 2, 2009; and,

WHEREAS, the RPTA relies upon financial participation from its member parishes to supplement funds necessary to carry out its purpose of providing public transit; and,

WHEREAS, each parish in the service area has to participated at the initial level of \$125,000 per year,

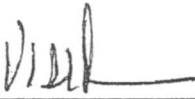
NOW THEREFORE THE PARISH AND THE RPTA hereby enter into this Intergovernmental Agreement for the purpose of distribution of local funds to the RPTA for use in provision of a regional mass transit system serving St. Charles and St. John the Baptist Parishes subject to the following:

1. The term of this Agreement is for one year, January 1, 2012 through December 31, 2012, but may be renewed by the Parish President for two additional one year periods based upon the written mutual consent of the parties and the allocation of funding by the St. Charles Parish Council.
2. The RPTA shall be responsible for the operation of the public transit system including any and all capital and/or operating matters required for the system.
3. The RPTA shall provide the transit system and operate and maintain it in accordance with all requirements of the Federal Transit Administration, Louisiana Department of Transportation and Development, and any other applicable state or federal laws and regulations.
4. The RPTA will defend, indemnify and hold harmless St. Charles Parish from any and all damages and/or claim which may be sustained or arise from the operation of the public transit system, including but not limited to damages sustained as a result of the negligence of the RPTA, its agents or employees or as a result of any defect in any equipment used or service provided and shall provide insurance coverage in accordance with Attachment A.
5. The Parish shall fund the RPTA on a monthly basis in the amount of \$10,416.66 for a total of \$125,000.00 per year for costs incurred in providing the public transit system.
6. The RPTA shall provide to St. Charles Parish a complete financial and operating report on the transit system within sixty days of the close of each fiscal year.

WITNESSES:

Calli Madere
Valerie Berthelot

ST. CHARLES PARISH


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

WITNESSES:

RIVER PARISHES TRANSIT AUTHORITY

 BY: BRENT PETIT
 CHAIRMAN

2012-0149

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

ORDINANCE NO. 12-4-12

An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and the St. Charles Parish School Board for the Summer Food Service Program.

WHEREAS, the St. Charles Parish Department of Community Services is the local sponsor for the Summer Food Program which is scheduled to operate from June 4, 2012 through July 12, 2012; and,

WHEREAS, the St. Charles Parish School Board has agreed to allow the use of certain facilities and equipment, including providing transportation, for the program; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

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

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

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: 

ACTING SECRETARY: Calli Maderc

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Ward

RETD/SECRETARY: April 25, 2012

AT: 10:25 am RECD BY: ctm

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

This agreement is made and entered into as of the ____ day of _____, 2012, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by V. J. St. Pierre, President, duly authorized by Ordinance No. 12-4-12 dated April 23, 2012 hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Dr. Rodney R. Lafon, Superintendent, duly authorized by action of the St. Charles Parish School Board, dated _____, 2012, hereinafter referred to as "School Board."

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

1. The School Board hereby grants to the Council, for the period of June 4 , 2012 through July 12, 2012, (total of 23 days) the use and control of the kitchen and cafeteria of St. Rose Elementary School, Eual J. Landry Alternative Center, and Luling Elementary School. The Council shall have the use of the property for a fee of \$0.10 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 10, 2012, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.

2. The Council agrees to:
 - A. Use the above described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.

- B. Accept in the present condition and subject to any servitude above described property.
 - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.
 - D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
 - E. Pay **\$5,202.72** as reimbursement for utilities and other costs arising out of use of the property to be leased, and **\$15,389.00** as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program.
 - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
 - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish School Board who funds its operation from June 4, 2012 through July 12, 2012 through the Summer Food Service Program."
 - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
 - I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
 - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board, a custodian at each location who worked during the school year as a custodian for the School Board, and will employ a driver for each bus who worked during the school year as a driver for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any

- loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
- B. Except as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.
 - C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
 - D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
 - E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
 - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
 - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$1,000,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance

premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

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

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

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

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

WITNESSES:

Calli Mader

Ulavie Berthelot

ST. CHARLES PARISH COUNCIL

West

V. J. St. Pierre, Parish President

WITNESSES:

ST. CHARLES PARISH PUBLIC SCHOOLS

Rodney R. Lafon, Superintendent

WITNESSES:

ST. CHARLES PARISH SCHOOL BOARD

Alex L. Suffrin, CPA CAE, Board President

Date: _____

2012-0131

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

ORDINANCE NO. 12-4-13

An ordinance approving and authorizing the execution of Change Order No. 1(Final) for Parish Project No. P990604-1, Coronado Park Area Pump Station #2 Drainage Improvements Project to decrease the contract amount by \$63,622.00 and increase the contract time by four (4) days.

WHEREAS, Ordinance No. 11-7-2, adopted July 11, 2011, by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealevel Construction, Inc. for Parish Project No. P990604-1, Coronado Park Area Pump Station #2 Drainage Improvements Project in the amount of \$737,701.40; and,

WHEREAS, the decrease in contract amount resulted from the decrease of five line items in the amount of \$86,550.00 and an increase of eleven line items in the amount of \$22,928.00; and,

WHEREAS, the increase in contract time was a result of additional days incurred to perform unforeseen repairs and adjustments to the existing conveyance systems serving the Coronado PS #2; as well as additional work to improve safety and reduce future maintenance requirements for the improved Coronado PS #2.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1(Final) for Parish Project No. P990604-1, Coronado Park Area Pump Station #2 Drainage Improvements Project to decrease the contract amount by \$63,622.00 and increase the contract time by four (4) days is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

ACTING

SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Ken

RETD/SECRETARY: April 25, 2012

AT: 10:25 AM RECD BY: ctm

CHANGE ORDER

No. 1

DATE OF ISSUANCE

EFFECTIVE DATE

OWNER St. Charles Parish
 CONTRACTOR Sealevel Construction, Inc.
 Contract: Coronado Park Area Pump Station No. 2
 Project:
 OWNER's Contract No. P990604-1
 ENGINEER's Contract No. 76682-00
 ENGINEER BUCHART HORN, INC.

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

Description:

1. Delete the Following Work Items:

- a. Contract Item #304-05: Lime Treatment
Delete item in its entirety. (-\$ 2,250)
- b. Contract Item #730-16-A: Underground Junction Box
Delete item in its entirety. (-\$ 1,000)
- c. Contract Item #730-16-B: Underground Junction Box
Delete item in its entirety. (-\$ 3,000)
- d. Contract Item #S-009: Sub Recon Earth Dam
Delete item in its entirety. (-\$ 300)
- e. Contract Item #S-011: Relocate Infrastructure
Delete item in its entirety. (-\$ 80,000)

Total of Deducted Items = (-\$86,550)

2. Add the Following Work Items:

- a. New Contract Item: 3" Thick Additional Limestone Along Fence Line
Addition of 60 SY of limestone (Install by hand)
Addition of \$ 3,600 (L.S.).
- b. New Contract Item: Bollards
Addition of 6 bollards near pump station site.
Addition of \$ 6,900 (L.S.).
- c. New Contract Item: 48" Personnel Gate
Addition of 2 Gates.
Addition of \$ 900 (L.S.).
- d. New Contract Item: 6" Thick Limestone / Vehicle Parking (Install with Equip)
Addition of 35 SY of limestone for parking near PS site.
Addition of \$ 1,400 (L.S.).
- e. New Contract Item: Aluminum Plate 4' x 20' Approx. to PS Deck Grating
Addition of \$ 2400 (L.S.).
- f. New Contract Item: Stiffener Plates and Stability Columns for Canopy Structure
Addition of \$ 5,200 (L.S.).
- g. New Contract Item: Placement of Select Large Stone Riprap for Energy Dissipation
Addition of \$ 1,300 (L.S.).

Total of Added Work Items = (+\$21,700)

3. Revise the Following Work Item Quantities:

- a. Contract Item #502-01: Superpave Asphalt
The quantity is increased by 3 Tons. (+ \$ 1,500)

00806_rev3

00806-1

22

- b. Contract Item #705-09: Rebuilt Wooden Fence
The quantity is decreased by 40 LF. (-\$640)
- c. Contract Item #714-01: Sodding
The quantity is decreased by 76 SY. (-\$532)
- d. Contract Item #705-08-C: Replace Dbl Fence Gate with 16' Bi-Fold Gate
The item is changed (+900)

Total of Change in Work Items Quantity = (+\$1,228)

Reason for Change Order:

- 1. Deleted Work Items
 - a. Not necessary due to suitability of soils encountered.
 - b. Not necessary with revised layout.
 - c. Not necessary with revised layout.
 - d. No significant enough storm events during construction period to require reconstruction of earthen dam.
 - e. No infrastructure conflicts encountered. Sufficient care was exercised by contractor when crossing other utilities.
- 2. Add Work Items
 - a. Owner requested change for ease of maintenance.
 - b. Owner requested change for increased protection of equipment.
 - c. Owner requested change for convenience of maintenance personnel.
 - d. Owner requested change for access to pump station.
 - e. Owner required modification to easily collect debris from bar screen.
 - f. Modifications to canopy for increased stability.
 - g. Added for energy dissipation of pump station discharge.
- 3. Revise Work Item Quantities
 - a. Changed to match actual quantity installed. Does not include repairs due to damage caused by contractor.
 - b. Changed to match actual quantity installed.
 - c. Changed to match actual quantity installed.
 - d. Changed to Bi-Fold Gate due to space limitation.
- 4. Change in Contract Time
 - a. Additional 4 days in contract time incurred due to the delay in construction of the concrete headwall at the north end of the project near existing culvert due to changes requested by owner (2 days), addition of limestone placed near sheet piling (1 day), and elevation adjustments made to 30" drainage pipe (1 day).

Attachments:

Sealevel Proposal Dated 1/23/2012

Sealevel Proposal Dated 2/27/2012

Coronado Pump Station #2 Addition/Deduction Table

CHANGE IN CONTRACT PRICE:
Original Contract Price \$737,701.40
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0.00
Contract Price prior to this Change Order: \$737,701.40
Net increase (decrease) of this Change Order: \$-63,622.00
Contract Price with all approved Change Orders: \$674,079.40

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>January 15, 2012</u> Ready for final payment: <u>February 29, 2012</u> (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>January 15, 2012</u> Ready for final payment: <u>February 29, 2012</u> (days or dates)
Net increase (decrease) this Change Order: +4 days Substantial Completion: <u>January 19, 2012</u> Ready for final payment: <u>March 4, 2012</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>January 19, 2012</u> Ready for final payment: <u>March 4, 2012</u> (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]
ENGINEER (Authorized Signature)

By: [Signature]
OWNER (Authorized Signature)

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 3/13/12

Date: 4/25/12

Date: 3/21/12

EJCDC 1910-8-B (1996 Edition)

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

2012-0150

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

ORDINANCE NO. 12-4-14

An ordinance approving and authorizing the execution of Change Order No. 2 - (Final) for Parish Project No. P090904, Engineers Canal Pump Station Bar Screen Cleaner Project to decrease the contract amount by \$6,660.00.

WHEREAS, Ordinance No. 11-5-3 adopted May 2, 2011, by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealevel Construction, Inc. for Parish Project No. P090904, Engineers Canal Pump Station Bar Screen Cleaner Project in the amount of \$1,432,981.00; and,

WHEREAS, Ordinance No. 12-1-11 adopted January 23, 2012, by the St. Charles Parish Council, approved and authorized the execution of a contract with Sealevel Construction, Inc. for Parish Project No. P090904, Engineers Canal Pump Station Bar Screen Cleaner Project to decrease the contract amount by \$68,792.15 and increase the contract time by three (3) days; and,

WHEREAS, the decrease in contract amount resulted from the net decrease of one line item in the amount of \$6,660.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 - (Final) for Parish Project No. P090904, Engineers Canal Pump Station Bar Screen Cleaner Project to decrease the contract amount by \$6,660.00 is hereby approved and accepted.

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

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

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

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]

ACTING SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Vien

RETD/SECRETARY: April 25, 2012

AT: 10:25 AM RECD BY: CDM

CHANGE ORDER

No. 2

DATE OF ISSUANCE _____

EFFECTIVE DATE _____

OWNER St. Charles Parish
 CONTRACTOR Sea Level Construction Inc.. Contract: _____
 Project: Engineer's Canal Pump Station Bar Screen Cleaners
 OWNER's Contract No.P090404 ENGINEER's Contract No. 0909
 ENGINEER Principal Engineering, Inc.

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

Description:

- A. Delete the Following Work Items:
None.
- B. Add the Following Work Items:
None.
- C. Revise the Following Work Item Quantities:
 - 1) Contract Item 6: Decrease the quantity from 110 SY to 74 SY. (-36 SY) @ \$185.00/SY = (-\$6,660.00)

Total of Revised Items = (-\$6,660.00)

Reason for Change Order: List a reason for each Line Item listed above.

- A. Deleted Work Items
None.
- B. Add Work Items
None.
- C. Revise Work Item Quantities
 - 1) The full quantity on the bid form for concrete channel floor was not required and not installed. This change order revises the quantity to the amount actually required and installed.
- D. Revise Number of Contract Days
None.

Attachments:

00806_rev3

00806-1

CHANGE IN CONTRACT PRICE:
Original Contract Price \$1,432,981.00
Net Increase (Decrease) from previous Change Order No. 1: (-\$68,792.15)
Contract Price prior to this Change Order: \$1,364,188.85
Net increase (decrease) of this Change Order: (-\$6,660.00)
Contract Price with all approved Change Orders: \$1,357,528.85

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>November 12, 2011 (180 days)</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No.1: Substantial Completion: <u>3 days</u> Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>November 15, 2011 (183 days)</u> 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: <u>November 15, 2011 (183 days)</u> Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: Jude C. Shont
ENGINEER (Authorized Signature)

APPROVED:

By: W. K.
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 3-9-12

Date: 4/25/12

Date: 3/19/12

EJCDC 1910-8-B (1996 Edition)

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

2012-0151

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

ORDINANCE NO. 12-4-15

An ordinance to approve and authorize the execution of Change Order No. 2 for the Animal Shelter at 931 Rue La Cannes in Luling to increase the Contract Time by 50 days.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 11-6-8 June 6, 2011 approving and authorizing the execution of a contract with The Gee Cee Company of LA, Inc. for the construction of the Animal Shelter at 931 Rue La Cannes in Luling, as amended by Change Order No. 1; and,

WHEREAS, it is necessary to adjust the contract to increase the Contract Time by 50 days, as more fully described in Change Order No. 2, said adjustment as recommended by Campo Designs Architects, Inc.; and,

WHEREAS, it is the desire of the Parish Council to approve said Change Order No. 2.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 for the Animal Shelter to increase the Contract Time of fifty (50) days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 2 on behalf of St. Charles Parish.

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

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

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

ACTING SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: DISAPPROVED: _____

PARISH PRESIDENT: W. St. Pierre

RETD/SECRETARY: April 25, 2012

AT: 10:25 am RECD BY: CTM

CHANGE ORDER

No. 002

DATE OF ISSUANCE April 3, 2012

EFFECTIVE DATE _____

OWNER: **St. Charles Parish**
 CONTRACTOR: **The Gee Cee Company of LA, Inc.**
 Contract: **Construction**
 Project: **St. Charles Parish New Animal Shelter**
 OWNER's Contract No. **SCP Project No.** Architect's Contract No. **CD 1710**
 Architect: **Campo Designs – Architects**

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

Description: *See attached example on how to fill in this information*

1. Add the Following Work Items:
 Item # Sch. Of Value # ADDS
 1. Add 50 days for material delivery delays and for consideration of Parish requested changes and installation of Parish supplied fixtures and equipment. Total of Added Work Items = (+\$0.)

2. Delete the Following Work Items:
 Item # CREDITS

Total of Deducted Items = (-\$0.)

Total of Change in Work Items Quantity = (+\$0)
 Total of Change of Contract Time = 50 days

Reason for Change Order: List a reason for each Line Item listed above. *See attached example on how to fill in this information*

1. Add Work Items
 1. Owner requested changes within cabinets, counters, wall finish and layout to accommodate Owner supplied fixtures and equipment. Material delivery delays blamed on national inventory stock issues (economy).
2. Delete Work Items

Attachments: (See attached supporting documents)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$1,583,200.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$ 0.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: December 30, 2011 Ready for final payment: 45 days after Substantial Completion (days or dates)
Net change from previous Change Orders No. 1: 17 days Substantial Completion: January 16, 2012 Ready for final payment: <u>N/A</u> (days)

00806_rev3

00806-1

Contract Price prior to this Change Order: \$1,584,232.40
Net increase of this Change Order: \$ 0 _____
Contract Price with all approved Change Orders: \$1,584,232.40

Contract Times prior to this Change Order: Substantial Completion: <u>197 days</u> Ready for final payment: <u>January 16, 2012</u> (days or dates)
Net increase this Change Order: Total Additional Days: 50 days Ready for final payment: <u>March 6, 2012</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: 247 days Ready for final payment: April 20, 2012 (days or dates)

RECOMMENDED:

By: [Signature] AIA
ARCHITECT (Authorized Signature)

APPROVED:

By: [Signature]
OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: APRIL 5, 2012

Date: 4/25/12

Date: 4/5/2012

EJCDC 1910-8-B (1996 Edition)

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

2012-0154

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

ORDINANCE NO. 12-4-16

An ordinance to amend the Code of Ordinances Appendix A, Section III to add the definition of "Directional Boring" and "Directional Boring Slurry" Appendix A, Section VI. D [I]. 1. c. Special Permit Uses in the M-1 Zoning District, to allow "Directional Boring Slurry Disposal" as a Special Permit Use.

WHEREAS, the use of Directional Boring Technology to install infrastructure is becoming more common; and,

WHEREAS, Directional Boring Technology results in a large amount of slurry material that needs to be disposed of; and,

WHEREAS, because the slurry is not considered hazardous, it's disposal and deposition is not regulated by state and federal law; and,

WHEREAS, St. Charles Parish Council wishes to be able to regulate the disposal and or deposition of Directional Boring Slurry as a Special Permit Use in the M-1 Zoning District.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Appendix A, Section VI. D. III is amended by adding the following:

17.7 *Directional Boring:* method of installing underground pipes, conduits and cables in a shallow arc along a prescribed bore path using either a drilling fluid and directional cutting heads, or high pressure water jets to cut the desired bore hole below ground without needing an open trench. This shall include the process know as "Hydro Tunneling."

17.8 *Directional Boring Slurry:* Any viscous material removed by use of Directional Boring Technology either containing drilling fluids, or simple water and soil mixtures.

SECTION II. That the St. Charles Parish Code of Ordinances, Appendix A, Section VI. D. [I]. 1. c. is amended by adding the following:

(9) Disposal and/or deposition of Directional Boring Slurry upon receiving a recommendation by the Planning and Zoning Commission and an ordinance granting approval by the Parish Council. **The requirement for a special permit shall not apply to directional boring associated with oil and gas production, nor shall it apply to the incidental or accidental deposition at the site of the boring.**

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

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

NAYS: NONE

ABSENT: TASTET, BENEDETTO

And the ordinance was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

ACTING

SECRETARY: Calli Smadene

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: Wood

RETD/SECRETARY: April 25, 2012

AT: 10:25 am RECD BY: cfm

2012-0161

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

(GRANTS OFFICE)

TERRELL D. WILSON, COUNCILMAN, DISTRICT I

RESOLUTION NO. 5906

A resolution to approve and authorize the execution of an Agreement between the State of Louisiana Division of Administration and St. Charles Parish for funding in the amount of \$142,800.00 for the LA18 Cast Iron Water Main Replacement in Hahnville through the Louisiana Office of Community Development's FY 2011-2012 Community Water Enrichment Fund, CWEF File #1112-CWEF-STC-0001.

WHEREAS, in the 2011 Regular Legislative Session, House Bill 2 included \$10 million for a Community Water Enrichment Fund (CWEF) for local governments; and,

WHEREAS, the amount available to each parish is \$142,800.00 for this current fiscal year; and,

WHEREAS, the water main along LA18 in Hahnville is in need of an upgrade to improve water flows and pressures throughout the community, including hydrant flows for fire protection to businesses and residents; and,

WHEREAS, the project involves replacement of approximately 5,000 ft. of 8 inch aged cast iron water main along LA 18 in Hahnville with new corrosion resistant piping, as well as the installation of 9 new hydrants, 15 new valves, and 8 connections to existing distribution mains; and,

WHEREAS, on January 10, 2012, the St. Charles Parish Council adopted Resolution No. 5873 in support of the FY 2011-2012 CWEF application for funding for said project; and,

WHEREAS, by way of a letter dated March 27, 2012, from Louisiana Governor Bobby Jindal, the Parish was informed that the Parish's FY 2011-2012 CWEF application was approved for funding; 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 Division of Administration and St. Charles Parish for funding of the LA18 Cast Iron Water Main Replacement in Hahnville.

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

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

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

NAYS: NONE

ABSENT: TASTET, BENEDETTO

And the resolution was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

ACTING

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____

DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: 10:25 AM

RECD BY: _____

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

UNITED STATES OF AMERICA
STATE OF LOUISIANA
SOURCE OF FUNDING - FY 2011 -2012
State Appropriated Funds
TYPE OF CONTRACT - FY 2011- 2012 CWF
FEDERAL EMPLOYER I.D. #72-6001208
AMOUNT OF CONTRACT - \$ 142,800.00
CWF Format #1 (revised, 2011)
CWF File # 1112-CWF-STC-0001

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

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

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

3. RECORDS, REPORTS, AND EVALUATIONS: The Contractor agrees to prepare, retain, report and allow Division inspection for purposes of evaluation, records as may be required by the Division for program management purposes.

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

The rights of access and inspection provided in this paragraph shall continue until completion of all close-out procedures respecting this contract and until the final settlement and conclusion of all issues arising out of this contract. The records shall be kept for a minimum of three years from the date of final close-out.

4. AUDITS and/or FINANCIAL REPORTS: State requirements mandate that local governments and Parish Police Juries must still submit financial statements in compliance with financial and compliance audit requirements established by R.S. 24:513 through 514.

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

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

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

- (1) failure, for any reason, of the Contractor to fulfill in a timely and proper manner its obligations under this contract, including compliance with approved programs and attached conditions, exhibits, and such statutes and Executive Orders as may become generally applicable at any time;
- (2) submission by the Contractor to the Division or its Auditors, of reports that are incorrect or incomplete in any material respect;
- (3) ineffective or improper use of funds provided under this contract;
- (4) suspension or termination of the program from the State Legislature to the Division, under which this contract is made, or the portion thereof delegated by this contract.

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

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

If the Contractor is unable or unwilling to comply with such additional conditions as may be lawfully applied to the grant received from the Division, the Contractor shall terminate the contract by giving reasonable written notice to the Division, signifying the effective date thereof. In the event of any termination, or suspension, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Contractor under this contract shall become the property of the Division. The Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the

Contractor shall not be relieved of liability to the Division for damages sustained by the Division by virtue of any breach of the contract by the Contractor and the Division may withhold any reimbursement to the Contractor for the purposes of setoff until such time as the exact amount of damages due the Division from the Contractor is agreed upon or otherwise determined. The Division may authorize the Contractor to continue with its own funds for the project until a question is resolved with the understanding that a satisfactory resolution will cause the Division to reimburse funds.

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

8. LEGAL AUTHORITY: The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, giving the Contractor legal authority to enter into this agreement, receive funds, authorized by this agreement and to perform the services the Contractor has obligated itself to perform under this agreement.

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

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

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

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

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

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

12. COVENANT AGAINST CONTINGENT FEES AND CONFLICT OF INTEREST: The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant the Division shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or to seek such other remedies as legally may be available.

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

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

13. SCHEDULE OF PAYMENT: In consideration of the various obligations undertaken by the Contractor pursuant to this contract, and in consideration of the obligations to be undertaken by Participating Parties, as represented by the Contractor in the Application, the State agrees, subject to the terms and conditions set forth herein, to provide the Contractor with contract funds in the amount of \$ 142,800.00.

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

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

Incurring Costs for Project Activities

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

(1) No costs to be paid out of contract funds may be incurred by the Contractor or any Participating Party until the following conditions are met: (a) a written approval by the State is received of required documentation as specified in Paragraph 11 and Exhibit A of this contract, if any, and (b) written authorization from the State is received to draw funds.

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

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

(4) All work under the terms of this contract must have been completed by midnight of that day occurring three years from the date of this contract. Any work taking place more than three years after the date of this contract will not be paid for out of the CWF funds awarded in this contract unless

this contract has been amended with the approval of the Division of Administration. All lien contingencies must be liquidated ninety (90) days from contract termination date.

Procedures for Requisitioning Payments

There will be only one requisition per month allowed for all grants.

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

IN WITNESS THEREOF, the parties hereto have executed this agreement this _____ day of _____, 20__.

WITNESSES:

DIVISION OF ADMINISTRATION
OFFICE OF COMMUNITY DEVELOPMENT

CAROL M. NEWTON, DIRECTOR,
Community Water Enrichment Fund Grant Program

WITNESSES:

Calli Madere

Uled
CHIEF ELECTED OFFICIAL

Exhibit A

GENERAL INFORMATION, CONTRACT CONDITIONS

GENERAL INFORMATION

1. CWEF CONTRACT AMOUNT	2. OTHER FUNDS AMOUNT
\$ 142,800.00	\$ 507,200

3. MAILING ADDRESS OF CONTRACTOR

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

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

6. CONTRACT CONDITIONS

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

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

EXHIBIT C

General Definitions

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

1. "Application" means the Application for CWEF Assistance.
2. "Contract Funds" means those funds to be provided by the State to Contractors pursuant to the terms of this contract, as specified in Exhibit A.
3. "Contractor" means the local government entity receiving contract funds pursuant to this contract, as more particularly identified on the cover page of this contract.
4. "Contractor Activities" means those activities of the Project to be carried out by the Contractor, or an agent or agency of the Contractor, which activities are described in Exhibit A of this contract.
5. "Eligible Costs" means costs for the activities specified and for which grant funds are budgeted as specified in Exhibit A of this contract, provided that such costs are not incurred in connection with any activity which may be from time to time amended, are ineligible under the CWEF Program.
6. "Final Approval Date" – The date that the contract is fully executed, all conditions listed in Exhibit A has been satisfied and the State has issued an authorization to the Contractor to proceed with the project activities.
7. "Incurred Costs" – Any monies expended on allowable expenditures relating to the application and/or contract.
8. "CWEF Program" means the Community Water Enrichment Fund grant program, established by the State pursuant to House Bill 926 – Act 513 of the 2008 Regular Legislative Session and in accordance with the provisions of the Administrative Procedures Act, R.S. 49:950.
9. "CWEF Regulations" means the regulations set forth in the Louisiana Administrative Code, Title 4, Part VII, Chapter 23, as the same may, from time to time, be amended and the regulations described in the CWEF Application Package.
10. "Project" means the activities described in the Application and in Exhibits A and B of this contract which are to be carried out to meet the objectives of the CWEF Program.
11. "State" means the State of Louisiana or any official of the State to whom the State has delegated authority to act with respect to matters covered by this Contract Agreement.
12. "Unobligated Funds" means all funds for which no liability exists at the expiration of the contract.

2012-0162

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I
RESOLUTION NO. 5907

A resolution requesting the Louisiana Department of Transportation and Development perform a traffic study to determine the feasibility of the construction of center turning lanes on LA 48 (River Road) at its intersection with River Oaks Drive, Destrehan.

- WHEREAS, LA 48 (River Road) is a very heavily traveled roadway; and,
- WHEREAS, River Road is a daily thoroughfare for workers of numerous local industrial facilities travelling to and from home and work during standard and shift working hours; and,
- WHEREAS, the number of vehicles, including school buses carrying children, that use this roadway on a daily basis is continuing to increase; and,
- WHEREAS, the traffic flowing to and from River Oaks Drive, the based governmental office complex, and the nearby commercial shopping area, has created a severe traffic safety problem which needs to be addressed by the Louisiana Department of Transportation and Development.

NOW THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby request that the Louisiana Department of Transportation and Development perform a traffic study to determine the feasibility of the construction of center turning lanes on LA 48 (River Road) at its intersection with River Oaks Drive, Destrehan.

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to Governor Bobby Jindal; Senator Gary L. Smith, Jr.; Representative Gregory A. Miller; and the Louisiana Department of Transportation and Development Representatives: District Administrator Michael Stack, Secretary Sherri LaBas, and Traffic Operations Engineer Steve Strength, asking that they support and take whatever steps are necessary to expedite this feasibility study.

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

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

And the resolution was declared adopted this 23rd day of April, 2012, to become effective five (5) days after publication in the Official Journal.

Traffic Study- River Oaks Dr & 48 Destrehan 4-12

CHAIRMAN: 

ACTING SECRETARY: Calli Madere

DLVD/PARISH PRESIDENT: April 24, 2012

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 

RETD/SECRETARY: April 25, 2012

AT: 10:25 am RECD BY: cm

PROCLAMATION

WHEREAS, *St. Charles Borromeo Catholic Church is hosting their 32nd Annual Little Red Church Food & Fun Festival on May 4-6, 2012 at 13396 River Road in Destrehan, Louisiana.*

WHEREAS, *The Little Red Church Festival Committee invites everyone to come and enjoy delicious food & beverages, exciting games, amusement park rides, live bands, dancing, pageantry, drum lines & the coronation of Miss Little Red Church.*

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MAY 4-6, 2012, AS ST. CHARLES BORROMEIO CATHOLIC CHURCH'S

"LITTLE RED CHURCH FESTIVAL WEEKEND"

IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DESTREHAN, LOUISIANA.

s/V.J. ST. PIERRE, JR.

V.J. ST. PIERRE, JR.

PARISH PRESIDENT

s/CLAYTON FAUCHEUX, JR.

CLAYTON FAUCHEUX, JR.

COUNCILMAN AT LARGE, DIV. B

s/TERRELL D. WILSON

TERRELL D. WILSON

COUNCILMAN, DISTRICT I

ABSENT

SHELLEY M. TASTET

COUNCILMAN, DISTRICT II

ABSENT

WENDY BENEDETTO

COUNCILWOMAN, DISTRICT III

s/CAROLYN K. SCHEXNAYDRE

CAROLYN K. SCHEXNAYDRE

COUNCILWOMAN AT LARGE, DIV. A

s/PAUL J. HOGAN, PE

PAUL J. HOGAN, PE

COUNCILMAN, DISTRICT IV

s/LARRY COCHRAN

LARRY COCHRAN

COUNCILMAN, DISTRICT V

s/TRACI A. FLETCHER

TRACI A. FLETCHER

COUNCILWOMAN, DISTRICT VI

s/DENNIS NUSS

DENNIS NUSS

COUNCILMAN, DISTRICT VII