

St. Charles Parish

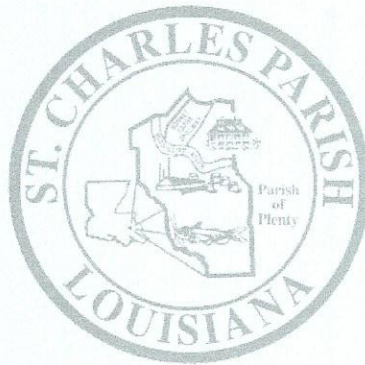
Meeting Minutes

Monday, November 19, 2012

6:00 PM

Council Chambers, Courthouse

Draft



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

*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*



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

Monday, November 19, 2012

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present: 7 - Carolyn K. Schexnaydre, Clayton 'Snookie' Fauchaux, Terrell D. Wilson, Wendy Benedetto, Paul J. Hogan, Lawrence 'Larry' Cochran, Traci A. Fletcher
Absent: 2 - Shelley Tastet, Dennis Nuss

Also Present: Parish President V.J. St. Pierre, Jr., Chief Operations Officer John Rusty" Walker, Chief Administrative Officer Timmy Vial, Legal Director Leon C. Vial, III, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Kimberly Marousek, Finance Director Grant Dussom, Public Information Officer Renee Simpson, Emergency Preparedness Acting Director Jason Tastet, Parks and Recreation Director Duane Foret, Animal Control Officer Angie Robert, R.S.V.P. Director Fay Caire

CALL TO ORDER

Meeting called to order at 5:59 pm.

PRAYER

*Pastor Kendall Pierre
Mt. Zion Missionary Baptist Church, Ama*

PLEDGE

*Pastor Kendall Pierre
Mt. Zion Missionary Baptist Church, Ama*

APPROVAL OF MINUTES

A motion was made by Councilmember Fauchaux, and seconded to approve the Minutes from the Special Meeting of October 25, 2012. The motion carried by the following vote:

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

A motion was made by Councilmember Wilson, and seconded to approve the Minutes from the Special Meeting of October 30, 2012. The motion carried by the following vote:

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

A motion was made by Councilmember Benedetto, and seconded to approve the Minutes from the Regular Meeting of November 5, 2012. The motion carried by the following vote:

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

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2012-0308 (11/19/2012, Tastet)

In Recognition: 2012 Girls Babe Ruth 8U State & Southwest Regional Champions
Read

2012-0309 (11/19/2012, Benedetto)

In Recognition: 2012 Girls Babe Ruth 10U State Champions
Read

2012-0310 (11/19/2012, Wilson)

In Recognition: 2012 Girls Babe Ruth 12U State & Southwest Regional Champions
Read

2012-0311 (11/19/2012, Fletcher)

In Recognition: 2012 Girls Babe Ruth 14U State & Southwest Regional Champions
Read

2012-0312 (11/19/2012, Hogan)

In Recognition: 2012 Girls Babe Ruth 16U State & Southwest Regional Champions
Read

Chairman Cochran invited Parks and Recreation Director Duane Foret to speak on behalf of the State Champion Girls Allstar Teams. Director Duane Foret spoke in appreciation of the efforts of all involved.

2012-0396 (11/19/2012, St. Pierre, Jr.)

Proclamation: Toy and Gift Fund Week
Read

2012-0397 (11/19/2012, St. Pierre, Jr.)

Proclamation: Christmas Celebration
Read

2012-0398 (11/19/2012, St. Pierre, Jr.)

Proclamation: "Bark at the Bridge Park Day"
Read

2012-0399 (11/19/2012, Fletcher)

Proclamation: "Norco Christmas Parade Day"
Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2012-0402 (11/19/2012)

Hospital Service District

Reported

2012-0403 (11/19/2012, St. Pierre, Jr.)

Parish President Remarks/Report

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN COCHRAN AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, DECEMBER 3, 2012, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

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

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

Publish/Scheduled PH

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

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

Publish/Scheduled PH

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

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

Publish/Scheduled PH

2012-0416 (11/19/2012, St. Pierre, Jr., Cochran, Chief Administrative Officer)

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

Publish/Scheduled PH

2012-0417 (11/19/2012, St. Pierre, Jr., Department of Finance)

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

Publish/Scheduled PH

2012-0418 (11/19/2012, St. Pierre, Jr., Department of Public Works, Benedetto)

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

Publish/Scheduled PH

PLANNING AND ZONING PETITIONS

2012-0387 (11/5/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from C-3 at A Portion of Lot 30-A, and from C-2 on a small Portion of Lot 31, and from C-2/C-3 on a larger Portion of Lot 31 all in Almedia Plantation Subdivision, St. Rose, approximately 6.25 acres, located at 10422 Airline Drive to M-1 as requested by Gerald Cannon, et al.

Reported:

P & Z Department Recommended: Approval w/Stipulations Approval for Portion of Lot 30-A (rezone to M-1). Denial for both Portions of Lot 31 to rezone to M-1. Rezoning such that both Portions of Lot 31 are entirely C-3.

Planning Commission Recommended: Approval to M-1 as requested by applicant.

Speakers:

Mr. Ralph Miller, Norco

PH Requirements Satisfied

Council Discussion

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0388 (11/5/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from R-1A (single-family residential) to CR-1 (residential/commercial-transitional) on Lot 6, Block 103, Ellington Plantation at 407 Ellington Street, Luling as requested by Joseph V. Medina.

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Mr. Joseph Medina, Luling

PH Requirements Satisfied

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0389 (11/5/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning district classification from R-1AM to R-1M at 14411 Old Spanish Trail (Lot 20 & a portion of lot 21 known as Lot A, Addition to Mosella Subdivision), 14469 Old Spanish Trail (50' X 61' Portion of Mosella Plantation) and at 14463 Old Spanish Trail (50' X 61' Portion of Mosella Plantation), as requested by Lottland LLC.

Reported:

P & Z Department Recommended: Approval w/Stipulation Approval with an amendment to the FLUM to Manufactured Home/RV Park

Planning Commission Recommended: Denial

Speakers:

Mr. Craig Cuccia, Mandeville, spoke on behalf of Mr. and Mrs. Allen Lottinger

PH Requirements Satisfied

Council Discussion

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0390 (11/5/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance approving and authorizing the establishment of a Home Occupation under the operation of Christine or Jackie Bartley - "Cajun Sweet Shop" - for internet candy sales at 9601 Red Church Lane, Destrehan, La.

Reported:

P & Z Department Recommended: Approval w/Stipulations Approval contingent upon compliance with building code requirements, setback requirements, and Department of Health and Hospitals/Food and Drug requirements.

Planning Commission Recommended: Approval

PH Requirements Satisfied

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0391 (11/5/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance approving and authorizing the establishment of a Home Occupation under the operation of Yvonne Woods/Alfred Raymond, Jr for a hair salon at 282 Killona Drive, Killona, LA.

Reported:

P & Z Department Recommended: Approval w/Stipulation Approval with the stipulation that a site plan showing four parking stalls be approved by the Planning Director (or designee).

Planning Commission Recommended: Approval w/ staff stipulations

Speakers:

Ms. Yvonne Woods, Killona

PH Requirements Satisfied.

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0392 (11/5/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance approving and authorizing a Home Occupation under the operation of Samuel L. and Marilynn Miree - "MSM Home Investors" - a real estate wholesale company - at 200 Martin Lane, Des Allemands, LA.

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Mr. Samuel Miree, Des Allemands

PH Requirements Satisfied

Council Discussion

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

Nay: 0

Absent: 2 - Tastet, Nuss

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

2012-0385 (11/5/2012, St. Pierre, Jr., Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P090201-4, Replace Culverts Willowdale and Beaupre Crossings, to balance the contract quantities with actual quantities resulting in a decrease of \$9,976.26 and decrease contract time by 9 days.

Reported:

Public Works Department Recommended: Approval

PH Requirements Satisfied

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0386 (11/5/2012, St. Pierre, Jr., Department of Wastewater)

An ordinance to approve and authorize the execution of a contract with Boh Bros. Construction Co; LLC for the construction of Parish Project No. S110302, Luling Sanitary Sewer Rehabilitation, with a Bid in the amount of \$847,975.00.

Reported:

Wastewater Department Recommended: Approval

PH Requirements Satisfied

Votes: Yea: 6 - Schexnaydre, Faucheux, Wilson, Benedetto, Cochran, Fletcher

Nay: 0

Abstain: 1 - Hogan

Absent: 2 - Tastet, Nuss

2009-0054 (11/5/2012, Hogan, Nuss)

An ordinance to amend the Code of Ordinances Appendix "C", IV. Design Standards, E. Miscellaneous, 3. Electrical Service/Street Lights, c. and d.

Reported:

- Councilman Hogan Recommended: Approval*
- P & Z Department Recommended: No Recommendation*
- Planning Commission Recommended: Approval*

PH Requirements Satisfied

Amendment: to amend the proposed ordinance under SECTION I. REVISED: d. 3. 'to change When a minimum of 80% of the street light units within a project have been energized ... 'to read When all of the street light units within a project have been energized ...'

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

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

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

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

2012-0393 (11/5/2012, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance approving and authorizing the execution of a Resubdivision of Lakewood Ridge Subdivision (Luling LA), Lots 1 through 4, 13 through 25, 30 through 49 into Lots 1A through 4A, 13A through 25A, and 30A through 49A, as indicated on a Survey Plat prepared by Riverlands Surveying Company, dated September 24, 2012, and approving the execution of an Act of Amendment and Restatement of Act of Dedication by Willowridge Estates, LLC to St. Charles Parish, as requested by Willowridge Estates, LLC, Ryan & Ashley Brown, Rona Harris, Rena Harris, and Reve Inc.

Reported:

- P & Z Department Recommended: Approval*
- Planning Commission Recommended: Approval*

Speakers:

Mr. Louis Authement, Luling

PH Requirements Satisfied

Council Discussion

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

2012-0394 (11/5/2012, St. Pierre, Jr., Department of Emergency Preparedness)

An ordinance to approve and authorize the execution of an Agreement between M S Benbow and Associates Professional Engineering Corporation and St. Charles Parish to provide telecommunications engineering services in the implementation of the EOC Communications Tower project, FEMA Port Security Grant Program #2010-PU-TO-K035.

Reported:

Emergency Preparedness Department Recommended: Approval

PH Requirements Satisfied

Council Discussion

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

Nay: 0

Absent: 2 - Tastet, Nuss

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

2012-0405 (11/19/2012, St. Pierre, Jr.)

VETO MESSAGE - File No. 2012-0206/line item veto-Amendment No. 17 to Ordinance No. 12-11-1

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

Read

2012-0206 (10/1/2012, St. Pierre, Jr., Department of Finance)

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

Council Discussion: to table the vote on the Veto of Ordinance No. 12-11-1 until the December 3rd Parish Council Meeting

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

Votes: Yea: 6 - Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher

Nay: 1 - Schexnaydre

Absent: 2 - Tastet, Nuss

RESOLUTIONS

2012-0400 (11/19/2012, St. Pierre, Jr., Department of Planning & Zoning)

A resolution providing mandatory supporting authorization to endorse the Planning and Zoning Commissions positive recommendation to waive the required on-site parking requirements and approve a shared parking agreement for 36 parking stalls in association with the approved special permit (PZSPU-2012-06) to operate a barroom, at 737 Paul Maillard Road, Suite F, Luling, as requested by Shane Bailey.

Reported:

P & Z Department Recommended: Approval w/Stipulations

Approval with the following stipulations:

- 1. The parking agreement must be sufficient to enable restaurant and office uses to be permitted in Suites G and H. The parking agreement shall include but not be limited to: the number of parking stalls made available to the subject use; the location of the parking stalls as depicted on a site plan; the times of day the parking stalls shall be available; and the duration that the parking stalls will be available for the uses in Suites G and H.*
- 2. The required survey by a LA licensed surveyor showing that there is 500' as a person would walk between 737 Suite F and nearby protected uses.*
- 3. The rear of the building be designated a loading zone.*
- 4. Boards be removed from the front windows on Suites G and H and replaced with glass, if necessary.*
- 5. Portable reader board is removed from the site and use of a portable reader board by any business in the building is prohibited.*

Planning Commission Recommended: Approval w/Stipulations Approval with staff stipulations

Council Discussion

Votes: Yea: 6 - Schexnaydre, Wilson, Benedetto, Hogan, Cochran, Fletcher

Nay: 1 - Fauchaux

Absent: 2 - Tastet, Nuss

2012-0401 (11/19/2012, Schexnaydre, Fauchaux, Wilson, Tastet, Benedetto, Hogan, Cochran, Fletcher, Nuss)

A resolution authorizing the issuance of a Special License to St. John The Baptist Catholic Church to conduct a Super Bingo.

Reported:

Councilwoman Schexnaydre Recommended: Approval

Councilman Fauchaux Recommended: Approval

Councilman Wilson Recommended: Approval

Councilwoman Benedetto Recommended: Approval

Councilman Hogan Recommended: Approval

Councilman Cochran Recommended: Approval

Councilwoman Fletcher Recommended: Approval

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0404 (11/19/2012, St. Pierre, Jr., Department of Wastewater)

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for LA0073539 AI39862 - Destrehan Wastewater Treatment Plant, and set forth the required action.

Reported:

Wastewater Department Recommended: Approval

Council Discussion

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

Nay: 0

Absent: 2 - Tastet, Nuss

APPOINTMENTS

2012-0332 (9/17/2012)

A resolution to appoint a member to the St. Charles Parish Children and Youth Planning Board representing the criminal justice community.

Deferred

2012-0335 (9/17/2012)

A resolution to appoint a member to the St. Charles Parish Children and Youth Planning Board representing the faith-based community.

Deferred

2012-0380 (11/5/2012)

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

Nominee:

Councilman Wilson nominated Ms. LaSandra Gordon

Nomination(s) Accepted

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

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0381 (11/5/2012)

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

Nominee:

Councilwoman Benedetto nominated Mr. Timothy Benedetto

Nomination(s) Accepted

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

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0382 (11/5/2012)

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

Nominee:

Chairman Cochran on behalf of Councilman Nuss nominated Mr. Dimitri Veltsos

Nomination(s) Accepted

Councilman Wilson motioned to close nominations. Motion failed for the lack of a second.

Discussed.

2012-0406 (11/19/2012)

Accept resignation of Mr. Steven Hebert - Zoning Board of Adjustment

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

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

Nay: 0

Absent: 2 - Tastet, Nuss

2012-0407 (11/19/2012)

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

Vacancy Announced

2012-0411 (11/19/2012)

Council Ex-Officio Appointment to the Housing Authority.

Nominee:

Chairman Cochran nominated Councilman Fauchaux

Nomination(s) Accepted

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

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

Nay: 0

Absent: 2 - Tastet, Nuss

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2012-0408 (11/19/2012)

Review 2013 Parish Council Meeting Schedule [Adopt December 3, 2012]

Review

2012-0409 (11/19/2012)

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

Deferred

2012-0410 (11/19/2012)

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

Deferred

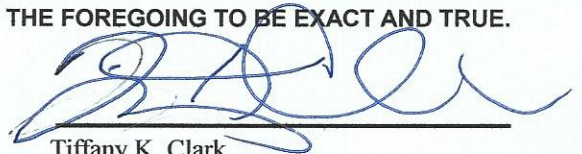
Announcement made by Chairman Cochran: The following member has been appointed to the St. Charles Parish Children and Youth Planning Board per Resolution No. 5353: St. Charles Community Health Center Appointment - Debbie Bourgeois

ADJOURNMENT

A motion was made by Councilmember Fletcher, and seconded to adjourn the meeting at approximately 7:39 pm. The motion carried by the following vote:

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

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Tiffany K. Clark
Council Secretary

The Parish of St. Charles

November 19, 2012

IN RECOGNITION

WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 8U All-Star Team have excelled in the 2012 All-Star Softball Season; and,

WHEREAS, on June 28-July 1, 2012, the St. Charles Parish Girls Babe Ruth 8U All-Star Team finished undefeated in the Babe Ruth State Tournament held in St. Francisville, Louisiana, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, on July 17-22, 2012, the St. Charles Parish Girls Babe Ruth 8U All-Star Team finished undefeated in the Babe Ruth Southwest Regional Tournament held at the Bridge Park Facilities in Luling, Louisiana; and,

WHEREAS, members of the Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2012 St. Charles Parish Girls Babe Ruth 8U All-Star Team and their Coaches.

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

THE ST. CHARLES PARISH GIRLS BABE RUTH 8U ALL-STARS

Kamryn Bartholmew, Hailey Beard, Avery Bourdonnay, Antoinette Chiarella, Makenna Cortez, Elise Detillier, Jenna DiMaggio, Madison Hebert, Addi Jo Madere, Tyler Oubre, Sydnie Sims, Kathryn Smith, Emily Wood.
Head Coach: Nicole Oubre. Assistant Coach: Jennifer Wood.

As

2012 GIRLS BABE RUTH 8U

STATE & SOUTHWEST REGIONAL CHAMPIONS

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

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

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

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

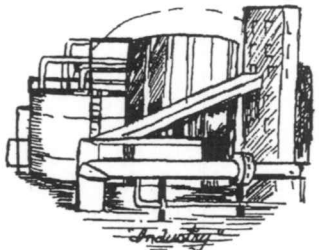
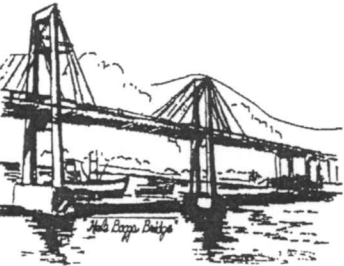
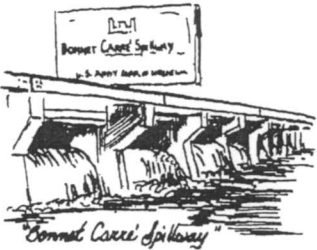
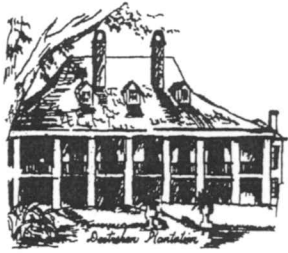
CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

LARRY COCHRAN
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DENNIS NUSS
COUNCILMAN, DISTRICT VII



The Parish of St. Charles

November 19, 2012

IN RECOGNITION

WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 10U All-Star Team have excelled in the 2012 All-Star Softball Season; and,

WHEREAS, on June 28-July 1, 2012, the St. Charles Parish Girls Babe Ruth 10U All-Star Team finished undefeated in the Babe Ruth State Tournament held in St. Francisville, Louisiana, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, on July 17-22, 2012, the St. Charles Parish Girls Babe Ruth 10U All-Star Team finished fourth in the Babe Ruth Southwest Regional Tournament held at the Bridge Park Facilities in Luling, Louisiana; and,

WHEREAS, members of the Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2012 St. Charles Parish Girls Babe Ruth 10U All-Star Team and their Coaches.

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

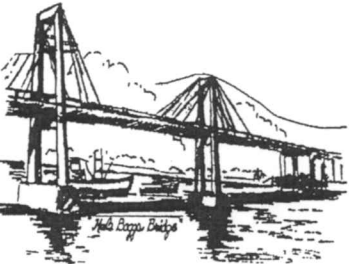
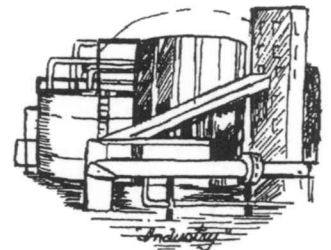
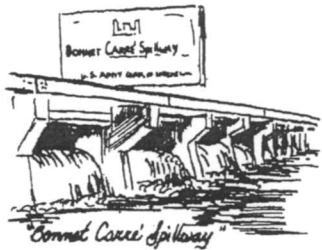
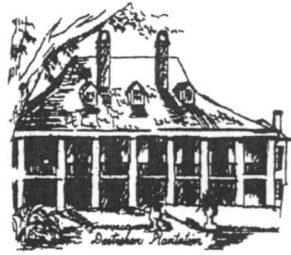
THE ST. CHARLES PARISH GIRLS BABE RUTH 10U ALL-STARS

Peighton Cancienne, Kristin Crutti, Taylor Gubert, Grifyn Johnson, Mallory Laumann, Rilee Ann Madere, Hailey McFadden, Aimee Sierra, Grace Smith, Montana Smith, Tayler Tabb, Adienne Wilson.
Head Coach: Wendy Tabb. Assistant Coaches: Christie Taliancich, Val Gubert, Louis Cancienne, and Cain Madere.

as

2012 GIRLS BABE RUTH 10U STATE CHAMPIONS

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



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

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

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

LARRY COCHRAN
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DENNIS NUSS
COUNCILMAN, DISTRICT VII

The Parish of St. Charles

November 19, 2012

IN RECOGNITION

WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 12U All-Star Team have excelled in the 2012 All-Star Softball Season; and,

WHEREAS, on June 28-July 1, 2012, the St. Charles Parish Girls Babe Ruth 12U All-Star Team finished undefeated in the Babe Ruth State Tournament held in St. Francisville, Louisiana, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, on July 17-22, 2012, the St. Charles Parish Girls Babe Ruth 12U All-Star Team finished first in the Babe Ruth Southwest Regional Tournament held at the Bridge Park Facilities in Luling, Louisiana; and,

WHEREAS, on August 4-8, 2012, the St. Charles Parish Girls Babe Ruth 12U All-Star Team participated in the Babe Ruth World Series held in Alachua, Florida finishing with an overall 2-2 record; and,

WHEREAS, members of the Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2012 St. Charles Parish Girls Babe Ruth 12U All-Star Team and their Coaches.

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

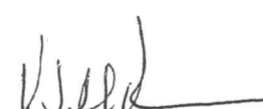
THE ST. CHARLES PARISH GIRLS BABE RUTH 12U ALL-STARS

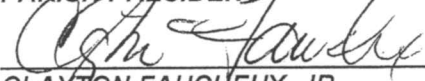
Mariah Allemand, Isabella Brocato, Kaitlyn Dunn, Danielle Duplay, Alexis Johnson, Caroline Julian, Julienne Scheuermann, Karly Taranto, Brittany Ulep, Madison Villa, Pylar Zeringue. Head Coach Nick Brocato. Assistant Coaches: Tommy Julian, Daniel Duplay, Pebbles Johnson, and Kerry Taranto.

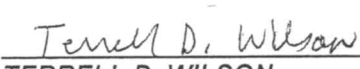
as

2012 GIRLS BABE RUTH 12U STATE AND SOUTHWEST REGIONAL CHAMPIONS


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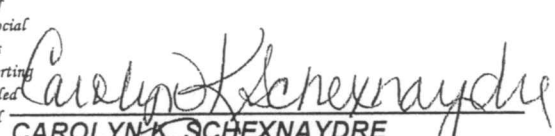

V.J. ST. PIERRE, JR.
PARISH PRESIDENT

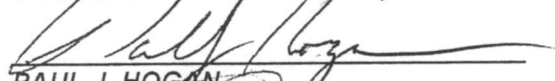

CLAYTON FAUCHEUX, JR.
COUNCILMAN AT LARGE, DIV. B

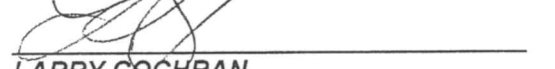

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

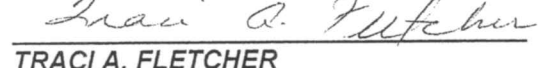

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

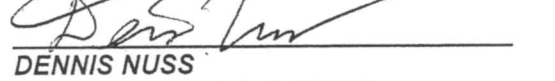

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

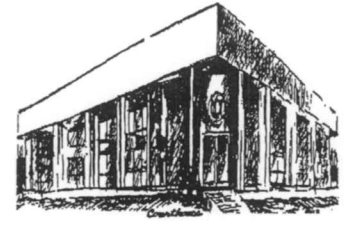
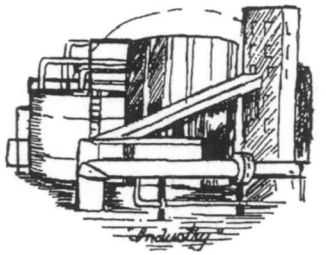
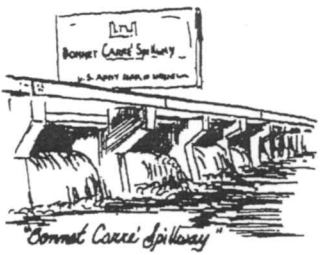

CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A


PAUL J. HOGAN
COUNCILMAN, DISTRICT IV


LARRY COCHRAN
COUNCILMAN, DISTRICT V


TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI


DENNIS NUSS
COUNCILMAN, DISTRICT VII



The Parish of St. Charles

November 19, 2012

IN RECOGNITION

WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 14U All-Star Team have excelled in the 2012 All-Star Softball Season; and,

WHEREAS, on June 28-July 1, 2012, the St. Charles Parish Girls Babe Ruth 14U All-Star Team finished undefeated in the Babe Ruth State Tournament held in St. Francisville, Louisiana, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, on July 17-22, 2012, the St. Charles Parish Girls Babe Ruth 14U All-Star Team finished first in the Babe Ruth Southwest Regional Tournament held at the Bridge Park Facilities in Luling, Louisiana; and,

WHEREAS, members of the Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2012 St. Charles Parish Girls Babe Ruth 14U All-Star Team and their Coaches.

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

THE ST. CHARLES PARISH GIRLS BABE RUTH 14U ALL-STARS

Katie Brady, Mia Casanova, Kayla Chategnier, Stephanie Chester, Alison Colomb, Morgan Foret, Kady Huszer, Cassie Legendre, Sonni Mae Madere, Sydney Matherne, Abby Nettle, Toni Rizzo, Lindsay Schexnayder, Alyssa Ulep. Head Coach: Neil Legendre. Assistant Coaches: Paulo Casanova, Robert Colomb. Bat Girl: Isabella Casanova.

as

2012 GIRLS BABE RUTH 14U STATE AND SOUTHWEST REGIONAL CHAMPIONS

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

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

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COUNCILMAN, DISTRICT II

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

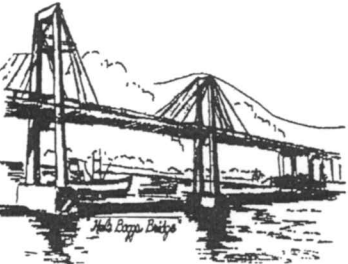
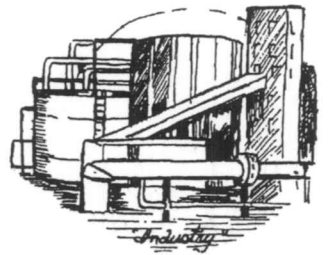
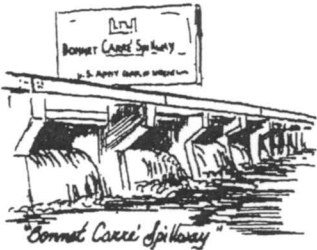
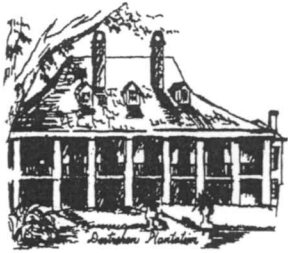
CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

LARRY COCHRAN
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DENNIS NUSS
COUNCILMAN, DISTRICT VII



The Parish of St. Charles

November 19, 2012

IN RECOGNITION

WHEREAS, St. Charles Parish Parks and Recreation Department has long held a prominent place in the State of Louisiana and the United States as an outstanding Parish and Recreation Program; and,

WHEREAS, the St. Charles Parish Girls Babe Ruth 16U All-Star Team have excelled in the 2012 All-Star Softball Season; and,

WHEREAS, on June 28-July 1, 2012, the St. Charles Parish Girls Babe Ruth 16U All-Star Team finished undefeated in the Babe Ruth State Tournament held in St. Francisville, Louisiana, allowing them to advance to the Southwest Regional Tournament; and,

WHEREAS, on July 17-22, 2012, the St. Charles Parish Girls Babe Ruth 16U All-Star Team finished first in the Babe Ruth Southwest Regional Tournament held at the Bridge Park Facilities in Luling, Louisiana; and,

WHEREAS, members of the Parish Council and the Parish President wish to recognize the outstanding performance of members of the 2012 St. Charles Parish Girls Babe Ruth 16U All-Star Team and their Coaches.

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

THE ST. CHARLES PARISH GIRLS BABE RUTH 16U ALL-STARS

Emma Adams, Megan Adams, Katie Becnel, Marissa Bergeron, Destani Clement, Kaitlin Comardelle, Erin Cortez, Alana Hatfield, Bailee Kaplan, Harlie Kinler, Monica Knowles, Marybeth Landry, Erin Picou. Head Coach: Mike Knowles. Assistant Coaches: Paul Adams, Greg Cortez, and Dean Bergeron.

as

2012 GIRLS BABE RUTH 16U STATE AND SOUTHWEST REGIONAL CHAMPIONS

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

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

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

SHELLEY M. TASTET
COUNCILMAN, DISTRICT II

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

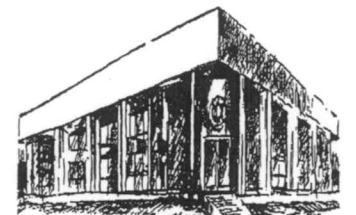
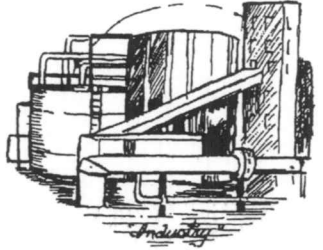
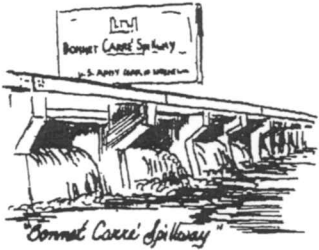
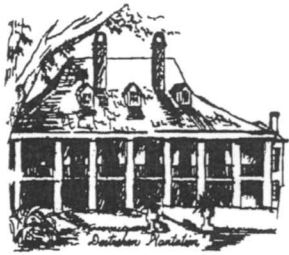
CAROLYN K. SCHEXNAYDRE
COUNCILWOMAN AT LARGE, DIV. A

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

LARRY COCHRAN
COUNCILMAN, DISTRICT V

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

DENNIS NUSS
COUNCILMAN, DISTRICT VII



PROCLAMATION

WHEREAS, many individuals in the community would like to share their material and monetary blessings with other individuals; and,

WHEREAS, through the years many individuals, organizations and agencies have assisted families in St. Charles Parish by means of a Toy and Gift Fund; and,

WHEREAS, the St. Charles Parish Council and the Parish President recognize this fund as a very worthwhile community service.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE WEEK OF NOVEMBER 26 – DECEMBER 1, 2012, AS

TOY AND GIFT FUND WEEK

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

s/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

ABSENT

DENNIS NUSS

DENNIS NUSS

COUNCILMAN, DISTRICT VII

2012-0397

PROCLAMATION

WHEREAS, we are now entering the Christmas Season - a time in which generations of Christians have celebrated the birth of Jesus Christ in the Holy City of Bethlehem; and,
WHEREAS, through this season we pride ourselves in the renewed spirit of peace, love, and hope in communities throughout the world; and,
WHEREAS, we celebrate with symbols such as the Christmas tree and honor St. Nicholas, the patron saint of children, known as Santa Claus; and,
WHEREAS, there is no better way to begin our Christmas Season than with a Christmas Tree Lighting and Community Caroling Celebration; and,
WHEREAS, the St. Charles Parish Rotary Club is planning a Christmas Tree Lighting and Christmas Caroling Celebration with a visit from Santa Claus.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby declare **Thursday, November 29, 2012,** to be an evening of

CHRISTMAS CELEBRATION

in St. Charles Parish.

BE IT FURTHER RESOLVED that the public is invited to attend this Celebration of the Christmas Season on **November 29, 2012, 6:00 PM** at the **Westbank Bridge Park.**

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
s/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
ABSENT
DENNIS NUSS
COUNCILMAN, DISTRICT VII

PROCLAMATION

WHEREAS, the St. Charles Humane Society along with the St. Charles Animal Control is holding its 4th Annual "Bark at the Bridge Park" on Saturday, December 1, 2012, from, 11:00 a.m. to 4:00 p.m.; and,
WHEREAS, everyone is invited and vaccinated and leashed dogs are welcome to come and enjoy a day of delicious food, music, raffles, dance performances, a K-9 bit demonstration, bounce house, and more; and,
WHEREAS, microchips and rabies shots will be available; and,
WHEREAS, pet parents will be able to pose their pooches with Santa Claus and maybe adopt an animal or two; and,
WHEREAS, the event celebrates the special human-animal bond along with the spirit of the holiday season; and,
WHEREAS, all proceeds collected will support the new animal shelter project and the work of the St. Charles Humane Society.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM, DECEMBER 1, 2012, AS

"BARK AT THE BRIDGE PARK DAY"

IN ST. CHARLES PARISH AND INVITE ALL CITIZENS TO ATTEND THE FESTIVAL UNDERNEATH THE HALE BOGGS BRIDGE ON THE WEST BANK IN LULING. MORE DETAILED INFORMATION IS AVAILABLE AT WWW.BARKATTHEBRIDGEPARK.COM.

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
s/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
ABSENT
DENNIS NUSS
COUNCILMAN, DISTRICT VII

PROCLAMATION

WHEREAS, the Community of Norco is rich in history and tradition; and,
WHEREAS, it was once an annual holiday event for the Norco Christmas Parade to roll through the streets of Norco; and,
WHEREAS, the Norco Civic Association revived the tradition which had been dormant for nearly two decades; and,
WHEREAS, on Sunday, December 2, 2012, at 2:00 p.m., the Norco Civic Association will parade with this year's theme being "**Santa Hosts the Super Bowl!**"; and,
WHEREAS, this parade is designed to usher in the beginning of the Christmas season and further the sense of community in Norco; and,
WHEREAS, residents of the entire parish are invited to come to Norco and join in the festivities; and,
WHEREAS, this event is organized by the Norco Christmas Parade Committee of the Norco Civic Association who have volunteered their time to make this event possible; and,
WHEREAS, the residents of St. Charles Parish are truly grateful for their dedication and hard work.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, DECEMBER 2, 2012, AS

"NORCO CHRISTMAS PARADE DAY"

BE IT FURTHER RESOLVED, THAT, ON BEHALF OF THE CITIZENS OF ST. CHARLES PARISH, WE DO HEREBY EXTEND OUR SINCERE THANKS AND APPRECIATION TO THE NORCO CIVIC ASSOCIATION, THE NORCO CHRISTMAS PARADE COMMITTEE, AND ALL THOSE WHO ARE MAKING THIS COMMUNITY BUILDING EVENT POSSIBLE.

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
s/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
ABSENT
DENNIS NUSS
DENNIS NUSS
COUNCILMAN, DISTRICT VII

2012-0387

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

ORDINANCE NO. 12-11-9

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from C-3 at A Portion of Lot 30-A, and from C-2 on a small Portion of Lot 31, and from C-2/C-3 on a larger Portion of Lot 31 all in Almedia Plantation Subdivision, St. Rose, approximately 6.25 acres, located at 10422 Airline Drive to M-1 as requested by Gerald Cannon, et al.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from C-3 to M-1 at a Portion of Lot 30-A shown on a survey by Dading Marques & Associates dated February 29, 2012, as requested by Tri-Logistics Construction Company, LLC.

SECTION II. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from C-2 to M-1 at a Portion of Lot 31 of Almedia Plantation measuring 112.5 feet by 300 feet and shown on a survey by Dading Marques & Associates dated February 29, 2012, as requested by Anthony Charles Cannon.

SECTION III. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from C-2/C-3 to M-1 at a larger Portion of Lot 31 of Almedia Plantation shown on the survey by Dading Marques & Associates dated February 29, 2012, as requested by Amelia and Gerald Cannon.

SECTION IV. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to reflect the zoning reclassifications to M-1.

SECTION V To authorize the Department of Planning and Zoning to change the Future Land Use Map, in the Comprehensive Land Use Plan adopted under ordinance 11-6-11 from General Commercial to Light Industrial where required on the property

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

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

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 11/20/12
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: _____
RETD/SECRETARY: 11/21/12
AT: 8.4sam RECD BY: tec

2012-0388

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

ORDINANCE NO. 12-11-10

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning classification from R-1A (single-family residential) to CR-1 (residential/commercial-transitional) on Lot 6, Block 103, Ellington Plantation at 407 Ellington Street, Luling as requested by Joseph V. Medina.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1A (single-family residential) to CR-1 (residential/commercial transitional) on Lot 6, Block 103, Ellington Plantation, at 407 Ellington Street , Luling as requested by Joseph V. Medina; and,

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to reflect the zoning reclassifications to) to CR-1.

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

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

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 11/20/12
APPROVED: DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 11/21/12
AT: 8:45am RECD BY: [Signature]

2012-0389

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

ORDINANCE NO. 12-11-11

An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, adopted October 19, 1981 to approve the change of zoning district classification from R-1AM to R-1M at 14411 Old Spanish Trail (Lot 20 & a portion of lot 21 known as Lot A, Addition to Mosella Subdivision), 14469 Old Spanish Trail (50' X 61' Portion of Mosella Plantation) and at 14463 Old Spanish Trail (50' X 61' Portion of Mosella Plantation), as requested by Lottland LLC.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. An ordinance to amend the Zoning Ordinance of 1981, Ordinance No. 81-10-6, to approve a change of zoning classification from R-1AM to R-1M at at 14411 Old Spanish Trail (Lot 20 & a portion of lot 21 known as Lot A, Addition to Mosella Subdivision), 14469 Old Spanish Trail (50' X 61' Portion of Mosella Plantation) and at 14463 Old Spanish Trail (50' X 61' Portion of Mosella Plantation), as requested by Lottland LLC.

SECTION II. To authorize the Department of Planning & Zoning to amend the official St. Charles Parish Zoning Map to reflect the zoning reclassifications to R-1M for the subject properties.

SECTION III. To authorize the Department of Planning and Zoning to change the Future Land Use Map, in the Comprehensive Land Use Plan adopted under ordinance 11-6-11 from Wetland to Manufactured Housing/RV Parks for the subject properties.

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

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

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 11/20/12
 APPROVED: DISAPPROVED: _____
 PARISH PRESIDENT: _____
 RETD/SECRETARY: 11/21/12
 AT: S: Sar RECD BY: dec

2012-0390

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

ORDINANCE NO. 12-11-12

An ordinance approving and authorizing the establishment of a Home Occupation under the operation of Christine or Jackie Bartley – “Cajun Sweet Shop” – for internet candy sales at 9601 Red Church Lane, Destrehan, La.

WHEREAS, the St. Charles Parish Code, Appendix A, Section XXII requires both Planning and Zoning Commission and Council approval for those home occupations requiring a state agency review for such operations; and,

WHEREAS, the proposed home occupation of Christine or Jackie Bartley would require Louisiana State licensing for internet food sales; and,

WHEREAS, at a meeting on November 1, 2012, the St. Charles Parish Planning and Zoning Commission considered the proposed home occupation and the follow stipulations recommended by the Planning and Zoning Director:

1. compliance with building code requirements,
2. compliance with setback requirements,
3. compliance with the Department of Health and Hospitals/Food and Drug requirements.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the described home occupation application by Christine or Jackie Bartley, at 9601 Red Church Ln, Destrehan for – “Cajun Sweet Shop” – for internet candy sales is hereby approved.

SECTION II. That the Department of Planning & Zoning is hereby authorized to grant a Christine or Jackie Bartley a home occupation permit for an internet candy sales business.

SECTION III. That the approval of the home occupation permit is contingent upon the following stipulations: (1) compliance with building code requirements; (2) compliance with setback requirements; and, (3) compliance with the Department of Health and Hospitals/Food and Drug requirements.

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

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

NAYS: NONE

ABSENT: TASTET, NUSS

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 11/20/12
 APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
 RETD/SECRETARY: 11/21/12
 AT: 8:45am RECD BY: 200

2012-0391

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

ORDINANCE NO. 12-11-13

An ordinance approving and authorizing the establishment of a Home Occupation under the operation of Yvonne Woods/Alfred Raymond, Jr for a hair salon at 282 Killona Drive, Killona, LA.

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

WHEREAS, the proposed home occupation of Yvonne Woods/Alfred Raymond, Jr requires a License from the Louisiana Board of Cosmetology; and,

WHEREAS, at a meeting on November 1, 2012, the St. Charles Parish Planning and Zoning Commission considered the proposed home occupation with the recommended stipulation that a site plan showing four parking stalls be approved by the Planning Director (or designee).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the home occupation application by Yvonne Woods/Alfred Raymond, Jr to operate a hair salon at 282 Killona Drive, is hereby approved, and

SECTION II. That the Department of Planning & Zoning is hereby authorized to grant Yvonne Woods/Alfred Raymond, Jr a home occupation permit for a hair salon.

SECTION III. That the approval of the home occupation permit is contingent upon the stipulation that a site plan showing four parking stalls be approved by the Planning Director (or designee).

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

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

NAYS: NONE

ABSENT: TASTET, NUSS

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 11/20/12

APPROVED: DISAPPROVED: _____

PARISH PRESIDENT: 11/21/12

RETD/SECRETARY: 11/21/12

AT: 8:45am RECD BY: sec

2012-0392

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

ORDINANCE NO. 12-11-14

An ordinance approving and authorizing a Home Occupation under the operation of Samuel L. and Marilynn Miree – “MSM Home Investors” – a real estate wholesale company - at 200 Martin Lane, Des Allemands, LA.

WHEREAS, the St. Charles Parish Code of Ordinances, Appendix A, Section XXII states that home occupations requiring any state license or permit must be approved by the Parish Council; and,

WHEREAS, the home occupation permit requested by Samuel L. and Marilynn Miree requires licensing by the Louisiana Real Estate Commission; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval at a regular meeting on November 1, 2012.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the described home occupation application by Samuel L. and Marilynn Miree, at 200 Martine Lane, Des Allemands for – “MSM Home Investors” – a real estate wholesale company is hereby approved; and,

SECTION II. That the Department of Planning & Zoning is authorized to grant a home occupation permit to Samuel L. and Marilynn Miree for a real estate wholesale company.

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

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

NAYS: NONE

ABSENT: TASTET, NUSS

And the ordinance was declared adopted this 19th day of November, 2012, to become effective ~~five~~ (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 11/20/12
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 11/21/12
AT: 8:45a RECD BY: [Signature]

2012-0385

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

ORDINANCE NO. 12-11-15

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P090201-4, Replace Culverts Willowdale and Beaupre Crossings, to balance the contract quantities with actual quantities resulting in a decrease of \$9,976.26 and decrease contract time by 9 days.

WHEREAS, Ordinance No. 11-12-11 adopted December 19, 2011 by the St. Charles Parish Council awarded construction of Parish Project No P090201-4, Replace Culverts Willowdale and Beaupre Crossings, to Gilmore and Son Construction Corp; and,

WHEREAS, it is necessary to amend the contract to adjust the original contract quantities with actual quantities resulting in a decrease to the contract amount by \$9,976.26 and decrease contract time by 9 days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No. P090201-4, Replace Culverts Willowdale and Beaupre Crossings, to decrease the contract amount by \$9,976.26 and decrease the contract time by 9 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, BENEDETTO, HOGAN, COCHRAN, FLETCHER

NAYS: NONE

ABSENT: TASTET, NUSS

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: _____
 SECRETARY: _____
 DLVD/PARISH PRESIDENT: 11/20/12
 APPROVED: DISAPPROVED: _____
 PARISH PRESIDENT: _____
 RETD/SECRETARY: 11/21/12
 AT: 8:45 am RECD BY: [Signature]

ST. CHARLES PARISH
 WILLOWDALE AND BEAUPRE DRAINAGE IMPROVEMENTS
 P090201-4

CHANGE IN CONTRACT PRICE:
Original Contract Price \$312,000.00
Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0.00
Contract Price prior to this Change Order: \$312,000.00
Net decrease of this Change Order: \$9,976.26
Contract Price with all approved Change Orders: \$302,023.74

CHANGE IN CONTRACT TIMES:
Original Contract Times: July 28, 2012 Substantial Completion: July 19, 2012 Ready for final payment: September 2, 2012
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: 0 Ready for final payment: 0
Contract Times prior to this Change Order: Substantial Completion: July 19, 2012 Ready for final payment: September 2, 2012
Net increase (decrease) this Change Order: Substantial Completion: -9 Ready for final payment: +0
Contract Times with all approved Change Orders: Substantial Completion: July 19, 2012 Ready for final payment: August 24, 2012

RECOMMENDED:

By: MC Sahl
 ENGINEER (Authorized Signature)

APPROVED:

By: [Signature]
 OWNER (Authorized Signature)

ACCEPTED:

By: [Signature]
 CONTRACTOR (Authorized Signature)

Date: 10/31/12

Date: 11/20/12

Date: 10/31/2012

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.

2012-0386

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

ORDINANCE NO. 12-11-16

An ordinance to approve and authorize the execution of a contract with Boh Bros. Construction Co; LLC for the construction of Parish Project No. S110302, Luling Sanitary Sewer Rehabilitation, with a Bid in the amount of \$847,975.00.

WHEREAS, sealed bids were received by St. Charles Parish on October 15, 2012 for Priority Lift Stations & Force Mains; and,

WHEREAS, Environmental Engineering Services, Inc, Consulting Engineers for the Project, have reviewed the bids and recommend that the Bid of the Contract be awarded to the low bidder, Boh Bros. Construction Co; LLC in the amount of \$847,975.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the bid of Boh Bros. Construction Co; LLC for the construction of Parish Project No. S110302, Luling Sanitary Sewer Rehabilitation, be hereby approved and accepted, in the amount of \$847,975.00;

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

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, COCHRAN, FLETCHER

NAYS: NONE

ABSENT: TASTET, NUSS

ABSTAIN: HOGAN

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 11/20/12
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 11/21/12
AT: [Signature] RECD BY: [Signature]

SECTION 00500

AGREEMENT

THIS AGREEMENT is effective as of the _____ day of _____ in the year 20__ by and between the Parish of St. Charles, called the OWNER, and Boh Bros. Construction Co., LLC hereinafter called the CONTRACTOR.

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

ARTICLE 1. WORK

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

The Contract Work generally comprises of Luling Sanitary Sewer Rehabilitation. St. Charles Parish Project No. S110302, EES Project No. 1110.

ARTICLE 2. ENGINEER

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

ARTICLE 3. CONTRACT TIME

- 3.1 The Contractor shall complete all of the Work under the Contract within **210** calendar days from the date of the Notice to Proceed.
- 3.2 Liquidated Damages - OWNER and CONTRACTOR recognize that the OWNER will suffer direct financial loss if Work is not completed within the Contract times specified in Paragraph 3.1 above plus any extensions thereof allowed in accordance with Article 12 of the General Conditions, and therefore, time is of the essence. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, CONTRACTOR and Surety agree to forfeit and pay OWNER as liquidated damages for delay (but not as a penalty) the amount of \$ Five hundred dollars and no cents (\$500.00) for each calendar day that expires after the Contract Time specified in Paragraph 3.1 for final completion and ready for final acceptance until the Work is completed. These amounts represent a reasonable estimate of OWNER's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delay. This provision shall be effective between the parties ipso facto and without demand or putting in

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

ARTICLE 4. CONTRACT PRICE

CONTRACT PRICE: The amount to be paid to the Contractor by the Owner for completion of all work hereunder is: (\$847,975.00) Eight Hundred Forty-Seven Thousand Nine Hundred Seventy-Five Dollars and No Cents based on unit prices specified within this contract document. Contract price is firm and subject only to modification by written change order agreed to by both parties.

ARTICLE 5. PAYMENT PROCEDURES

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

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

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

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

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

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

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

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

ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 7. CONTRACT DOCUMENTS

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

- 7.1 Agreement
- 7.2 Construction Performance and Payment Bond and Insurance Certificates
- 7.3 Advertisement for Bids
- 7.4 CONTRACTOR's Bid Form
- 7.5 Addenda (Numbers 1 to 3 inclusive)

00500_rev2

00500-3

- 7.6 Contract documents bearing the general title "Luling Sanitary Sewer Rehabilitation" dated October 2012.
- 7.7 Drawings, consisting of a cover sheet dated April 2011 and the sheets listed in Section 00850; each sheet bearing the following general title:
- "Luling Sanitary Sewer Rehabilitation ".
- 7.8 General Conditions
- 7.9 General Conditions, pages 00700-1 through 00700-31 and Section 00800, Supplementary Conditions, pages 00800-1 through 00800-25, and Second Supplementary Conditions have been adopted by the St. Charles Parish Council as a Standard General Conditions and Supplementary Conditions for Construction Contracts. Those General Conditions and Supplementary Conditions are to be referred to in the agreement and contract as "GEN.COND, CONST – 7/98 filed in MOB 682, Folio 230 filed with the St. Charles Parish Clerk of Court."

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

ARTICLE 8. MISCELLANEOUS

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

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

OWNER: Parish of St. Charles

CONTRACTOR: Boh Bros. Construction Co., LLC

By _____
V.J. St. Pierre

By _____

Title Parish President _____

Title _____

Attest _____

Attest _____

END OF SECTION

00500_rev2

00500-5

2009-0054

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
DENNIS NUSS, COUNCILMAN, DISTRICT VII

ORDINANCE NO. 12-11-17

An ordinance to amend the Code of Ordinances Appendix "C", IV. Design Standards, E. Miscellaneous, 3. Electrical Service/Street Lights, c. and d.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix "C", IV. Design Standards, E. Miscellaneous, 3. Electrical Service/Street Lights, c. and d., is hereby amended as follows:

AS WRITTEN:

- c. The Parish of St. Charles shall not be responsible for maintenance of street light facilities until at least one (1) building or house is occupied on property adjoining the street light circuit serving that property.
- d. Before final acceptance of a subdivision's street light facilities, the following conditions must be met:
 - 1. The developer must deposit the cash sum of three hundred dollars (\$300.00) per street light with the Parish of St. Charles.
 - 2. The cash deposit held in escrow will be utilized to pay for any damage to street light facilities, by construction, vandalism, or any other cause occurring prior to the time of occupancy as required in Section IV.E.3.c. above.
 - 3. When all of the street light circuits within a project have met the occupancy requirement as provided in Section IV.E.3.c. above, the cash deposit, less cost of repairs, if any, shall be refunded to the developer.

REVISED:

- c. The Parish shall not be responsible for the maintenance of a street light unit (pole, arm(s), fixture(s), photo cell(s), foundation, conduit, fuses, and electrical wiring) until each of the following have occurred with regards to each unit: 1) the unit has been energized to serve a property upon which building related construction activity has commenced, and 2) twelve (12) months have elapsed following the energizing of the unit. Additional street light units may be energized when deemed necessary and in the public's best interest by the Parish President.
- d. Before final acceptance of a subdivision's street light units, the following conditions must be met:
 - 1. The developer must deposit the cash sum of three hundred dollars (\$300.00) per street light with the Parish of St. Charles.
 - 2. The cash deposit held in escrow will be utilized to pay for any damage to street light units, by construction, vandalism, or any other cause occurring prior to the time of occupancy as required in Section IV.E.3.c. above.
 - 3. When all of the street light units within a project have been energized in accordance with in Section IV.E.3.c. above, the cash deposit, less cost of repairs, if any, shall be refunded to the developer.

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

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

NAYS: NONE

ABSENT: TASTET, NUSS

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

Street Lights Amend Code - Appendix C, Section IV.ord (8-10-12)

CHAIRMAN: [Signature]

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 11/20/12

APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 11/20/12

AT: 8:45am RECD BY: [Signature]

2012-0393

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

ORDINANCE NO. 12-11-18

An ordinance approving and authorizing the execution of a Resubdivision of Lakewood Ridge Subdivision (Luling LA), Lots 1 through 4, 13 through 25, 30 through 49 into Lots 1A through 4A, 13A through 25A, and 30A through 49A, as indicated on a Survey Plat prepared by Riverlands Surveying Company, dated September 24, 2012, and approving the execution of an Act of Amendment and Restatement of Act of Dedication by Willowridge Estates, LLC to St. Charles Parish, as requested by Willowridge Estates, LLC, Ryan & Ashley Brown, Rona Harris, Rena Harris, and Reve Inc.

WHEREAS, the Final Approval and an Act of Dedication for Lakewood Ridge Subdivision in Luling was approved by the St. Charles Parish Council by Ordinance 07-2-4; and,

WHEREAS, Willowridge Estates, LLC, Ryan & Ashley Brown, Rona Harris, Rena Harris, and Reve Inc. are the owners of Lots 1 through 4, 13 through 25, 30 through 49 of Lakewood Ridge Subdivision in Luling; and,

WHEREAS, Riverlands Surveying Company discovered an error with the manner in which said lots were staked in the ground and depicted on said survey of final plat dated December 13, 2006 for Lakewood Ridge Subdivision; and,

WHEREAS, said error resulted in the footprint of the subdivision not aligning with Lakewood Estates and South Lakewood Subdivisions to the north and Rathborne Park to the south; and;

WHEREAS, the error did not affect Lots 7 through 12, or Lots 26 through 29, or Lots 50 through 73; and,

WHEREAS, Riverlands prepared the revised survey dated September 24, 2012 for the dual purpose of correcting the street descriptions, and the corresponding dedication thereof, and for the purpose of resubdividing the outer perimeter lots to reflect the corrected dimensions thereof; and,

WHEREAS, all required administrative reviews and approvals have been completed relative to Lakewood Ridge subdivision.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Survey Plat and Resubdivision of Lakewood Ridge Subdivision of Lots 1, 2, 3, 4, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49 into Lots 1A, 2A, 3A, 4A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 30A, 31A, 32A, 33A, 34A, 35A, 36A, 37A, 38A, 39A, 40A, 41A, 42A, 43A, 44A, 45A, 46A, 47A, 48A, 49A (dated September 24, 2012) and the Act of Amendment and Restatement of Act of Dedication By Willowridge LLC, to St. Charles Parish for Lakewood Ridge Subdivision, and the amended, restated and reconstituted descriptions of the streets within Lakewood Ridge Subdivision are hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Final Plat and Act of Amendment and Restatement of Act of Dedication 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, BENEDETTO, HOGAN, COCHRAN, FLETCHER

NAYS: NONE

ABSENT: TASTET, NUSS

And the ordinance was declared adopted this 19th day of November 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: 11/20/12
APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 11/20/12
AT: 8:45am RECD BY: [Signature]

ACT OF AMENDMENT AND
RESTATEMENT OF ACT OF DEDICATION

UNITED STATES OF AMERICA

BY: WILLOWRIDGE ESTATES, L.L.C.

STATE OF LOUISIANA

TO: ST. CHARLES PARISH

PARISH OF ST. CHARLES

BE IT KNOWN, that on this _____ day of _____, in the
year of Our Lord Two Thousand and twelve,

BEFORE ME, the undersigned authority, a Notary Public, duly commissioned and
qualified in and for the aforesaid Parish and State, therein residing, and in the presence of
the two competent witnessed hereinafter named and undersigned,
PERSONALLY CAME AND APPEARED;

Willowridge Estates, L.L.C., a limited liability company organized and existing
under and by virtue of the laws of the State of Louisiana with its domicile in
the Parish of Jefferson, within said State, herein appearing by and through
Rathborne Properties, LLC, its Manager, herein appearing by and through
Gregory C. Lier, its Executive Vice President. (Hereinafter sometimes referred
to as "Willowridge");

MAILING ADDRESS: P.O. Box 157
Harvey, Louisiana 70059

Willowridge declared unto me, Notary, that it is the owner of a certain tract of real
property situated on the West Bank of St. Charles Parish, which lands are designated as
Lakewood Ridge Subdivision being a portion of Section 5, T14S, R21E, St. Charles Parish,
Louisiana, shown on a survey of said subdivision which survey was prepared by Riverlands
Surveying Company, dated December 13, 2006, signed by Stephen P. Flynn, Registered
Land Surveyor, on behalf of Riverlands Surveying Company ("Riverlands"), which survey is
entitled "Lakewood Ridge Subdivision, in Section 5, T14S, R21E, near Luling, St. Charles
Parish, Louisiana" and was approved by the St. Charles Parish Council on February 5,
2007 by Ordinance No. 07-2-4, and recorded on March 7, 2007, in COB 687, folio 491,
Entry No. 328640; and

Riverlands has discovered an error with the manner in which certain lots within
Lakewood Ridge Subdivision were depicted on the original survey recorded at COB 687,
folio 491. The error affected certain lots on the outer perimeter of the subdivision and the
streets. The error did not affect Lots 7 - 12 or Lots 26 - 29 or Lots 50 - 73. Accordingly,
Riverlands has prepared the attached revised survey, dated September 24, 2012, for the
dual purpose of correcting the street descriptions, and the corresponding dedication
thereof, and for the purpose of resubdividing the outer perimeter lots to reflect the corrected

dimensions thereof.

Therefore, by this Act, Willowridge amends, restates and reconstitutes, in full, the streets identified below as being a part of Lakewood Ridge Subdivision. The amended, restated and reconstituted descriptions of the streets are as follows, to wit:

Lakewood Drive, Gregory Drive and Debbie Court
of Lakewood Ridge Subdivision

The location of the property is described as being in St. Charles Parish, on the right descending bank of the Mississippi River in Section 5 of Township 14 South, Range 21 East, Southeast District of Louisiana, West of the Mississippi River, near Luling, Louisiana; being Lakewood Drive, Gregory Drive and Debbie Court of a Plan of survey plat and resubdivision of lots 1, 2, 3, 4, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49 of Lakewood Ridge Subdivision into lots herein designated as lots 1A, 2A, 3A, 4A, 13A, 14A, 15A, 16A, 17A, 18A, 19A, 20A, 21A, 22A, 23A, 24A, 25A, 30A, 31A, 32A, 33A, 34A, 35A, 36A, 37A, 38A, 39A, 40A, 41A, 42A, 43A, 44A, 45A, 46A, 47A, 48A and 49A of Lakewood Ridge Subdivision. All as more fully shown on a Survey Plat by Stephen P. Flynn P.L.S. dated September 24, 2012 and more particularly described as follows:

Beginning at a point said point being the southwest corner of Lot 43A of Lakewood Ridge Subdivision.

Thence proceed N08°57'20"E a distance of 100.16 feet to a point;

Thence proceed along a curve to the right having the radius of 30.00 feet, a length of 47.20 feet and a chord of N54°02'07"E a distance of 42.48 feet to a point;

Thence proceed N08°38'18"E a distance of 50.00 feet to a point;

Thence proceed along a curve to the right having the radius of 30.00 feet, a length of 47.07 feet and a chord of N36°24'08"W a distance of 42.39 feet to a point;

Thence proceed N08°42'34"E a distance of 42.04 feet to a point;

Thence proceed along a curve to the right having the radius of 196.34 feet, a length of 187.76 feet and a chord of N37°15'58"E a distance of 180.69 feet to a point;

Thence proceed N64°39'44"E a distance of 51.49 feet to a point;

Thence proceed along a curve to the right having the radius of 155.00 feet, a length of 110.99 feet and a chord of N85°10'32"E a distance of 108.63 feet to a point;

Thence proceed along a curve to the left having the radius of 2883.92 feet, a length of 715.82 feet and a chord of S81°25'19"E a distance of 713.99 feet to a point;

Thence proceed along a curve to the right having the radius of 25.00 feet, a length of 46.11 feet and a chord of S35°41'48"E a distance of 39.85 feet to a point;

Thence proceed S17°08'21"W a distance of 196.86 feet to a point;

Thence proceed along a curve to the right having the radius of 25.00 feet, a length of 32.86 feet and a chord of S54°47'42"W a distance of 30.55 feet to a point;

Thence proceed along a curve to the right having the radius of 3123.92 feet, a length of 542.87 feet and a chord of N82°34'15"W a distance of 542.19 feet to a point;

Thence proceed along a curve to the left having the radius of 350.00 feet, a length of 96.99 feet and a chord of N85°31'53"W a distance of 96.68 feet to a point;

Thence proceed S86°32'44"W a distance of 82.73 feet to a point;

Thence proceed along a curve to the right having the radius of 350.00 feet, a length of 50.60 feet and a chord of N87°19'07"W a distance of 50.56 feet to a point;

Thence proceed N81°21'42"W a distance of 126.02 feet to a point;

Thence proceed S08°38'18"W a distance of 50.00 feet to a point;

Thence proceed S81°21'42"E a distance of 127.04 feet to a point;

Thence proceed along a curve to the left having the radius of 400.00 feet, a length of 60.38 feet and a chord of S87°24'39"E a distance of 60.32 feet to a point;

Thence proceed N86°31'47"E a distance of 82.73 feet to a point;

Thence proceed along a curve to the right having the radius of 300.00 feet, a length of 82.32 feet and a chord of S85°36'35"E a distance of 82.06 feet to a point;

Thence proceed along a curve to the left having the radius of 3173.92 feet, a length of 527.02 feet and a chord of S82°20'05"E a distance of 526.41 feet to a point;

Thence proceed along a curve to the right having the radius of 25.00 feet, a length of 24.09 feet and a chord of S59°28'58"E a distance of 23.17 feet to a point;

Thence proceed along a curve to the left having the radius of 50.00 feet, a length of 155.95 feet and a chord of N58°46'04"E a distance of 99.99 feet to a point;

Thence proceed along a curve to the right having the radius of 25.00 feet, a length of 20.82 feet and a chord of N06°43'24"W a distance of 20.23 feet to a point;

Thence proceed N17°08'21"E a distance of 174.40 feet to a point;

Thence proceed along a curve to the right having the radius of 25.00 feet, a length of 19.80 feet and a chord of N39°49'31"E a distance of 19.28 feet to a point;

Thence proceed along a curve to the left having the radius of 50.00 feet, a length of 130.74 feet and a chord of N12°23'52"W a distance of 96.55 feet to a point;

Thence proceed N89°36'02"W a distance of 9.15 feet to a point;

Thence proceed along a curve to the right having the radius of 2833.92 feet, a length of 640.87 feet and a chord of N83°01'46"W a distance of 639.51 feet to a point;

Thence proceed along a curve to the right having the radius of 30.00 feet, a length of 49.00 feet and a chord of N29°45'32"W a distance of 43.73 feet to a point;

Thence proceed N17°02'00"E a distance of 96.33 feet to a point;

Thence proceed N82°24'58"W a distance of 101.38 feet to a point;

Thence proceed S17°02'00"W a distance of 91.11 feet to a point;

Thence proceed along a curve to the right having the radius of 30.00 feet, a length of 39.90 feet and a chord of S55°08'22"W a distance of 37.03 feet to a point;

Thence proceed along a curve to the left having the radius of 205.00 feet, a length of 102.27 feet and a chord of S78°57'13"W a distance of 101.21 feet to a point;

Thence proceed S64°39'44"W a distance of 51.49 feet to a point;

Thence proceed along a curve to the left having the radius of 246.34 feet, a length of 236.12 feet and a chord of S37°12'13"W a distance of 227.18 feet to a point;

Thence proceed S08°42'34"W a distance of 42.52 feet to a point;

Thence proceed along a curve to the right having the radius of 30.00 feet, a length of 47.12 feet and a chord of S53°38'55"W a distance of 42.43 feet to a point;

Thence proceed N81°21'05"W a distance of 178.84 feet to a point;

Thence proceed along a curve to the right having the radius of 30.00 feet, a length of 46.96 feet and a chord of N35°26'46"W a distance of 42.31 feet to a point;

Thence proceed along a curve to the right having the radius of 487.11 feet, a length of 206.67 feet and a chord of N16°32'08"E a distance of 205.12 feet to a point;

Thence proceed along a curve to the right having the radius of 25.00 feet, a length of 22.50 feet and a chord of N54°28'27"E a distance of 21.75 feet to a point;

Thence proceed along a curve to the left having the radius of 60.00 feet, a length of 306.19 feet and a chord of N57°51'17"W a distance of 66.77 feet to a point;

Thence proceed along a curve to the right having the radius of 25.00 feet, a length of 19.75 feet and a chord of S06°40'08"W a distance of 19.24 feet to a point;

Thence proceed along a curve to the left having the radius of 537.11 feet, a length of 202.31 feet and a chord of S18°30'54"W a distance of 201.11 feet to a point;

Thence proceed along a curve to the right having the radius of 30.00 feet, a length of 52.06 feet and a chord of S57°26'05"W a distance of 45.77 feet to a

point;

Thence proceed N72°51'19"W a distance of 78.12 feet to a point;

Thence proceed S16°48'55"W a distance of 71.01 feet to a point;

Thence proceed S16°33'07"W a distance of 8.99 feet to a point;

Thence proceed S72°51'19"E a distance of 129.86 feet to a point;

Thence proceed along a curve to the left having the radius of 65.00 feet, a length of 11.11 feet and a chord of S75°45'47"E a distance of 11.09 feet to a point;

Thence proceed along a curve to the left having the radius of 300.00 feet, a length of 52.65 feet and a chord of N88°59'09"E a distance of 52.58 feet to a point;

Thence proceed along a curve to the right having the radius of 65.00 feet, a length of 13.20 feet and a chord of S86°54'42"E a distance of 13.18 feet to a point;

Thence proceed S81°21'05"E a distance of 177.92 feet to a point;

Thence proceed along a curve to the right having the radius of 30.00 feet, a length of 47.28 feet and a chord of S36°11'53"E a distance of 42.54 feet to a point;

Thence proceed S08°57'20"W a distance of 100.36 feet to a point;

Thence proceed S81°56'39"E a distance of 50.00 feet to a point;

Back to the Point of Beginning.

On all matters of the description of the property on which the streets are located, the above referred to survey, dated September 24, 2012, shall be controlling.

Willowridge further declared unto me, Notary, that on the aforesaid revised plan of resubdivision, it has designated and labeled the same servitudes for water, utility and drainage as were depicted on the original plan; and

Willowridge further declared unto me, Notary, that under the covenants, conditions and stipulations hereinafter recited it does, by these presents, re-dedicate the following streets located all within Lakewood Ridge Subdivision, namely: Lakewood Drive, Gregory Drive, and Debbie Court as hereinabove described and does hereby re-grant the various servitudes for water, utility and drainage purposes, all as shown on the annexed plan of resubdivision by Riverlands Surveying Company, dated September 24, 2012, to public use, unto and in favor of the Parish of St. Charles, the inhabitants of the parish of St. Charles, and to the public in general; and

Willowridge further declared unto me, Notary that the aforesaid dedication and grant are subject to all of the same terms and conditions as recited in the original dedication recorded on March 7, 2007, in COB 687, folio 491, Entry No. 328640, which are repeated herein, to wit:

1. The amended and restated dedication of the fee ownership of the property covered by the streets identified hereinabove as Lakewood Drive, Gregory Drive, and Debbie Court is only as far as said streets are located in Lakewood Ridge Subdivision.
2. The herein amended and restated grant of the various servitudes for water, utility and drainage purposes shall constitute the granting only of a "personal servitude of right of use" being a "limited personal servitude" in favor of St. Charles Parish. Willowridge does hereby reserve all rights of fee ownership to that portion of the aforesaid Lakewood Ridge Subdivision which comprises the various servitudes for water, utility and drainage purposes.
3. Willowridge does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the streets and drainage canals identified hereinabove and by the aforesaid water, utility and drainage servitudes granted herein. In that connection, Willowridge does, however, agree to prohibit the use of any part of the surface of any of the property covered by the streets, drainage canals and servitudes with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with Willowridge's plan and intention to reserve all of the mineral rights in, on and under all of the lots in the Lakewood Ridge Subdivision, whereby, however, Willowridge will likewise impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals, or by any other binding means of strict

surface operations in regard to mineral exploration in this subdivision.

4. The herein amended and restated dedication of streets and grant of servitudes for water, utility and drainage purposes are made by Willowridge without any warranty whatsoever except as provided for herein.
5. St. Charles Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as a public street. St. Charles Parish must further bind and obligate itself to use the water, utility and drainage servitudes granted herein only for water, utility and drainage purposes.
6. This amended and restated dedication and grant are conditioned upon St. Charles Parish maintaining and policing the streets dedicated herein, and maintaining the various water, utility and drainage facilities within the various water, utility and drainage servitudes areas.
7. The amended and restated grant herein of various servitudes for water, utility and drainage purposes shall be used exclusively for those purposes and Willowridge reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitudes for water, utility and drainage purposes. The herein granted water, utility and drainage servitudes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the streets dedicated herein to any of the lots in the Lakewood Ridge Subdivision.
8. Willowridge warrants that the herein amended and restated dedication of streets and grant of servitudes are free of any liens and/or encumbrances and that all acts of sale for lots sold or alienated prior to the date hereof shall be corrected to reflect the dimensions shown on the attached survey dated

September 24, 2012.

9. The amended and restated dedication and grant made herein are made subject to any existing servitudes affecting the Lakewood Ridge Subdivision, such as by way of illustration by not limitation pipeline servitudes and levees.
10. The herein amended and restated dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
11. Willowridge warrants that all utilities and streets have been placed within the servitudes granted herein.

AND NOW, to these presents, personally came and intervened:

ST. CHARLES PARISH, herein appearing by and through V. J. St. Pierre, Jr., Parish President, duly authorized by virtue of an Ordinance of the St. Charles Parish Council adopted on November 19, 2012, a certified copy of which is annexed hereto and made part hereof, and said St. Charles Parish does hereby accept, approve and ratify the herein amended and restated dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of all of the streets and drainage canals as originally dedicated was satisfactorily completed in accordance with all requirements and that all utility and drainage facilities have been likewise satisfactorily completed in accordance with all requirements and St. Charles Parish does hereby accept the amended and restated description all of said streets and drainage canals and utility and drainage facilities and assumes the maintenance thereof.

This Act of Dedication and Acceptance was approved and accepted by the St. Charles Parish Council by Ordinance 12-11-18 the 19th day of November, 2012, a photo copy of which is attached and made part hereof.

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

WILLOWRIDGE ESTATES, L.L.C.

WITNESSES:

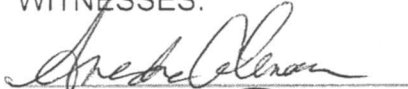
By: Rathborne Properties, LLC, Its Manager


BY: _____
Gregory C. Lier, Executive Vice President

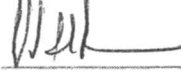
Louis G. Authement, Bar No 20089
Notary Public

WITNESSES:

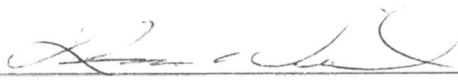
ST. CHARLES PARISH






BY: 

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



Notary Public


Print Name
Bar No.: 58925

2012-0394

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

ORDINANCE NO. 12-11-19

An ordinance to approve and authorize the execution of an Agreement between M S Benbow and Associates Professional Engineering Corporation and St. Charles Parish to provide telecommunications engineering services in the implementation of the EOC Communications Tower project, FEMA Port Security Grant Program #2010-PU-TO-K035.

WHEREAS, the Parish intends to construct a 250 foot free-standing EOC communications tower at 15026 River Road in Hahnville; and,

WHEREAS, it is the desire of the Parish to engage a qualified firm to provide telecommunications engineering services in the implementation of said project; and,

WHEREAS, the cost of said services is reimbursable through the FEMA Port Security Grant Program #2010-PU-TO-K035; and,

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

WHEREAS, the results of the evaluation yielded M S Benbow and Associates Professional Engineering Corporation as the highest scoring respondent; and,

WHEREAS, it is the desire of the Parish and M S Benbow and Associates Professional Engineering Corporation to enter into an agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between M S Benbow and Associates Professional Engineering Corporation and St. Charles Parish to provide telecommunications engineering services in the implementation of the EOC Communications Tower project, FEMA Port Security Grant Program #2010-PU-TO-K035, is hereby approved and accepted.

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

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

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

NAYS: NONE

ABSENT: TASTET, NUSS

And the ordinance was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 11/20/12

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: VJ St Pierre

RETD/SECRETARY: 11/21/12

AT: 8:45am RECD BY: [Signature]

ST. CHARLES PARISH
EOC Communications Tower

*Agreement
for
Telecommunication Engineering Services*

This Agreement for telecommunication engineering services, is made and entered into this 5th day of November, 2012, by and between St. Charles Parish, State of Louisiana (hereinafter called the OWNER), acting herein by V.J. St. Pierre, Jr., Parish President, hereunto duly authorized, and M S Benbow and Associates Professional Engineering Corporation, a corporation organized under the laws of the State of Louisiana (hereinafter called the CONSULTANT), acting herein by Leo L. Holzenthal, Jr., P.E., President, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the OWNER intends to develop a new radio communications tower, which involves the planning, programming, and implementation of said tower in accordance with all local, state, and federal regulations; and

WHEREAS, the OWNER desires to engage the CONSULTANT to render telecommunication engineering services in the development of said tower:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The OWNER hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this agreement.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, perform the following services:

- a. Finalization of all St. Charles Parish Department of Homeland Security and Emergency Preparedness (SCP DHS&EP) antenna and cable loads for the structure.
- b. Assist SCP DHS&EP with finalizing antenna and cable loads for 3rd party agencies.
- c. Detailed tower foundation design with drawings stamped by a Louisiana Registered Professional Civil/Structural Engineer.
- d. Coordination with the Architect & Contractor for construction of the Communications Tower and new EOC facility.
- e. Federal Communications Commission (FCC) Tower registration and RF licensing for all SCP DHS&EP infrastructure installed on the tower.
- f. Development of Request for Proposal documents for the project. All documents must be stamped by a Louisiana Registered Professional Engineer in the discipline specific to the drawings and/or specifications.
- g. Assist SCP DHS&EP with review of the RFP responses and contract negotiations.
- h. Review of all submittal packages from the Contractor.
- i. File all government paperwork required for tower projects with applicable Federal agencies.
- j. Provide construction oversight throughout the project.
- k. Provide "As Built" drawings and final project documentation.
- l. Provide an assessment of the current radio infrastructure at the EOC.
- m. Develop recommendations and specifications for procurement of new antennas, RF cable and radio hardware as required.
- n. Develop a transition and cutover plan for all radio infrastructure located at both the current and new EOC facilities.
- o. Provide drawings and related documentation for radio infrastructure at the new EOC.
- p. Provide technical oversight during testing and commissioning of all radio infrastructure the new EOC.

Services in each of the work areas shall be performed under and at the direction of the Parish President, or his/her designee.

3. Time of Performance

The services of the CONSULTANT shall commence upon the issuance of the "Notice to Proceed" by the OWNER. Such services shall be continued in such sequence as to assure their relevance to the purposes of this agreement.

4. Access to Information

It is agreed that all information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above, shall be furnished to the CONSULTANT by the OWNER. No charge will be made to the CONSULTANT for such information, and the OWNER will cooperate with the CONSULTANT in every way possible to facilitate the performance of the work described in this contract.

5. Compensation and Method of Payment

The compensation and method of payment is as follows:

DESCRIPTION	LUMP SUM FEE
Telecommunication Engineering Services	\$57,713

Consultant's compensation will be per the following schedule of payments:

Telecommunication Engineering Services Schedule of Payments		
Phase	Scope of Services	Lump Sum Fee
Project Kick-off, Finalize Tower Loads	Services outlined in Section 2, a and b of this agreement.	\$5,000
Project Planning & Develop RFP Package	Services outlined in Section 2, c and f of this agreement.	\$25,000
Review RFP Responses & Provide Recommendation for RFP Award	Services outlined in Section 2, g of this agreement.	\$10,000
Construction Management	Services outlined in Section 2, h and j of this agreement.	\$15,213
Final Documentation	Services outlined in Section 2, k of this agreement.	\$2,500
Total		\$57,713

The CONSULTANT shall submit invoices to the OWNER monthly for payment. These invoices shall summarize the percent complete of each telecommunication engineering services phase. Payment terms are net 30 days.

The OWNER agrees to compensate the CONSULTANT for additional services requested by the OWNER and rendered by the CONSULTANT'S principals and employees, as outlined in, but not limited to, Section 2, d, e, i, l, m, n, o, and p, on the basis of CONSULTANT'S Standard Hourly Rate Charges, included herein and as set forth in Exhibit A – "2012 Professional Services Fee Schedule", not to exceed \$32,000.00.

The OWNER agrees to compensate the CONSULTANT for additional services of independent professional associates and consultants employed by the CONSULTANT, for the purpose of third party tower inspection, the amount billed to the CONSULTANT not to exceed \$3,000.00. Copies of invoices from independent professional associates and consultants will be provided with the CONSULTANT's monthly invoice(s) as services are rendered and payment due.

Charges for reproduction of drawings requested by the OWNER will be billed at the CONSULTANT's cost times a factor of 1.15. Copies of invoices for reproduction of drawings will be provided with the CONSULTANT's monthly invoice(s).

6. Ownership of Documents

All documents, including original drawings, estimates, specifications, field notes, and data are the property of the OWNER. The CONSULTANT may retain reproducible copies of drawings and other documents.

7. Liability

CONSULTANT shall perform its Services hereunder in accordance with prevailing local standards for the engineering field(s) in which CONSULTANT is providing services under this Agreement. CONSULTANT'S liability in the event of defect, error, omission, or failure (hereinafter "Defect" or collectively called "Defects") in any of CONSULTANT'S Services under this Agreement shall be limited to Defects arising out of its sole negligence and further limited to the correction of Defects in CONSULTANT'S original Services. In the event of any such Defect, and provided that CONSULTANT is notified by Owner in writing of such Defect within one (1) year after completion of CONSULTANT'S Services under this Agreement, and such notice specifically includes a request for re-performance, CONSULTANT shall re-perform the defective portion of the Services without any additional costs to the OWNER. However, CONSULTANT shall not be liable for any other costs, including but not limited to, replacement materials, equipment, or labor incurred by OWNER in connection with the correction of any such Defects.

8. Insurance

The CONSULTANT shall secure and maintain at his expense such insurance that will protect him and the OWNER, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the amount of \$1,000,000.00 for one person and not less than \$2,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the amount of \$1,000,000.00 for each

accident and not less than \$2,000,000.00 aggregate. The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the sum of \$3,000,000.00.

All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. The OWNER may examine the policies.

The CONSULTANT shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.

The OWNER shall be named as an additional insured on general liability insurance policies.

9. Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the OWNER to assure proper accounting for all projects funds, both federal and non-federal shares. These records will be made available for audit purposes to the OWNER or any authorized representative, and will be retained for five (5) years from the official date of the final closeout of the federal grant, unless permission to destroy them is granted by the OWNER.

10. Terms and Conditions

This agreement is subject to the provisions titled, "Compliance Provisions for Federally Assisted Professional Services Contracts" consisting of eleven (11) pages, attached hereto, and incorporated by reference herein.

11. Address of Notices and Communications

Mr. V.J. St. Pierre, Jr.
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, LA 70057

Leo L. Holzenthal, Jr., P.E.
President
M S Benbow and Associates
Professional Engineering Corporation
2450 Severn Ave., Suite 400
Metairie, LA 70001

12. Jurisdiction

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

13. Captions

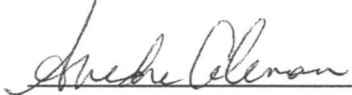
Each paragraph of this contract has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any paragraph or in any way determine its interpretation.

14. Entire Agreement


All negotiations, proposals and agreements prior to the date of this Agreement are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Agreement and the Proposal, the terms of this Agreement shall control.

15. Authorization


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.



Witness



Witness

BY: 

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

ST. CHARLES PARISH



Witness



Witness

BY: 

Leo L. Holzenhal, Jr., P.E.
President

M S BENBOW AND ASSOCIATES
PROFESSIONAL ENGINEERING CORPORATION

**Compliance Provisions for Federally Assisted
Professional Services Contracts**

1. **EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)**
(Applicable to contracts and subcontracts above \$10,000)

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- C. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- F. In the event of the CONTRACTOR's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONTRACTOR will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the FEMA may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the FEMA, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

2. **CERTIFICATION OF NON-SEGREGATED FACILITIES**

(Applicable to contracts and subcontracts over \$10,000)

By the execution of this agreement, the CONTRACTOR certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The CONTRACTOR agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

3. **CIVIL RIGHTS**

The CONTRACTOR shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

4. **SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793)**

(Applicable to contracts and subcontracts over \$10,000)

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- B. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- C. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- D. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- E. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- F. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the Director of the Office of

Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

5. **SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The CONTRACTOR agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the federal financial assistance.

6. **AGE DISCRIMINATION ACT OF 1975**

The CONTRACTOR shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

7. **CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS**

(Applicable to contracts and subcontracts exceeding \$100,000)

The CONTRACTOR and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt CONTRACTORS and subcontractors shall furnish to the OWNER, the following:

- A. A stipulation by the CONTRACTOR or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.
- B. Agreement by the CONTRACTOR to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.

D. Agreement by the CONTRACTOR that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the CONTRACTOR will take such action as the government may direct as a means of enforcing such provisions.

8. FLOOD DISASTER PROTECTION

This contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). Nothing included as a part of this contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this contract for such acquisition for construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements or Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(a) of Flood Disaster Protection Act of 1973.

9. ACCESS TO RECORDS - MAINTENANCE OF RECORDS

The State of Louisiana, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the unit of local government and will be maintained for a period of five (5) years from the official date of the State's final closeout of the grant.

10. INSPECTION

The authorized representative and agents of the State of Louisiana and FEMA shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records.

11. REPORTING REQUIREMENTS

The CONTRACTOR shall complete and submit all reports, in such form and according to such schedule, as may be required by the OWNER.

12. CONFLICT OF INTEREST

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the CONTRACTOR shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

13. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED

(Applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTORS shall incorporate foregoing requirements in all subcontracts.

14. PATENTS

- A. The CONTRACTOR shall hold and save the OWNER and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the OWNER, unless otherwise specifically stipulated in the Contract Document.
- B. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the OWNER of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the OWNER and not by or through the CONTRACTOR.
- C. If the CONTRACTOR uses any design device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the OWNER of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The CONTRACTOR and/or his Sureties shall indemnify and save harmless the OWNER of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the OWNER for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

15. COPYRIGHT

No materials, to include but not limited to reports, maps, or documents produced as a result of this contract, in whole or in part, shall be available to the CONTRACTOR for copyright purposes. Any such materials produced as a result of this contract that might be subject to copyright shall be the property of the OWNER and all such rights shall belong to the OWNER.

16. TERMINATION FOR CAUSE

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract shall, at the option of the OWNER, become the OWNER's property and

the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the OWNER for damages sustained by the OWNER by virtue of any breach of the contract by the CONTRACTOR, and the OWNER may withhold any payments to the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the OWNER from the CONTRACTOR is determined.

17. TERMINATION FOR CONVENIENCE

The OWNER may terminate this contract at any time by giving at least ten (10) days notice in writing to the CONTRACTOR. If the contract is terminated by the OWNER as provided herein, the CONTRACTOR will be paid for the time provided and expenses incurred up to the termination date.

18. ENERGY EFFICIENCY

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

19. SUBCONTRACTS

- A. The CONTRACTOR shall not enter into any subcontract with any subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of Louisiana.
- B. The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of the CONTRACTOR's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the CONTRACTOR.
- C. The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the CONTRACTOR by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the contract documents.
- D. Nothing contained in this contract shall create any contractual relation between any subcontractor and the OWNER.

20. **DEBARMENT, SUSPENSION, AND INELIGIBILITY**

The CONTRACTOR represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

21. **BREACH OF CONTRACT TERMS**

Any violation or breach of terms of this contract on the part of the CONTRACTOR or the CONTRACTOR's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

22. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

23. **CHANGES**

The OWNER may, from time to time, request changes in the scope of the services of the CONTRACTOR to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONTRACTOR's compensation which are mutually agreed upon by and between the OWNER and the CONTRACTOR, shall be incorporated in written and executed amendments to this Contract.

24. **PERSONNEL**

The CONTRACTOR represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of the OWNER.

All the services required hereunder will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

25. **ANTI-KICKBACK RULES**

Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). The CONTRACTOR shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

26. **ASSIGNABILITY**

The CONTRACTOR shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the OWNER provided that claims for money due or to become due the CONTRACTOR from the OWNER under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the OWNER.

27. **INTEREST OF CONTRACTOR**

The CONTRACTOR covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any such interest shall be employed.

28. **POLITICAL ACTIVITY**

The CONTRACTOR will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

29. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

30. DISCRIMINATION DUE TO BELIEFS

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

31. CONFIDENTIAL FINDINGS

All of the reports, information, data, etc., prepared or assembled by the CONTRACTOR under this Contract are confidential, and the CONTRACTOR agrees that they shall not be made available to any individual or organization without prior written approval of the OWNER.

32. LOBBYING

The CONTRACTOR certifies, to the best of his or her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2012 Professional Services Fee Schedule

<i>PROFESSIONAL SERVICES</i>	<i>Hourly Rate</i>
Supervising Professional Engineer	175.00
Engineer III	130.00
Engineer II	100.00
Engineer I	85.00
Senior Project Manager	140.00
Project Manager	120.00
Project Engineer	120.00
Construction Manager	110.00
Senior Designer	90.00
Designer	80.00
Telecommunications Technician	80.00
Technical Specialist	70.00
Resident Project Representative (RPR)	70.00
Senior Field Construction Coordinator	105.00
Senior Code Inspector	100.00
Senior Construction Inspector	95.00
CADD Technician	70.00
CADD Drafter	55.00
Senior Design Coordinator	53.00
Senior Engineering Assistant	65.00
Engineering Assistant	55.00
Clerical	35.00
Job Cost Accountant	65.00

This information is intended for the use of the named individual or entity above and contains information that is privileged and confidential and may not be disclosed, or permitted to be disclosed, in any form, to other entities, or to individuals representing themselves or other entities without the written consent of M S Benbow and Associates.



*M S Benbow and Associates
Metairie, LA*

*Tel (504) 832-2000
Web: <http://www.msbenbow.com>*

2012-0400

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

RESOLUTION NO: 5951

A resolution providing mandatory supporting authorization to endorse the Planning and Zoning Commissions positive recommendation to waive the required on-site parking requirements and approve a shared parking agreement for 36 parking stalls in association with the approved special permit (PZSPU-2012-06) to operate a barroom, at 737 Paul Maillard Road, Suite F, Luling, as requested by Shane Bailey.

WHEREAS, the St. Charles Parish Zoning Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive zoning regulations associated with a special permit use; and,

WHEREAS, the applicant, Shane Bailey, has requested a waiver of the required 36 on-site parking stalls and has requested approval of a shared parking agreement to meet the parking requirements at 737 Paul Maillard Road Suite F to operate a barroom; and,

WHEREAS, the applicant requests using 36 surplus parking stalls on the adjoining property located at 737 Paul Maillard Road, Suites A-E to meet the barroom parking requirements; and,

WHEREAS, the Planning and Zoning Commission approved PZSPU-2012-06 and recommended approval of the shared parking request; and,

WHEREAS, the Planning and Zoning Commission listed a number of stipulations including minimum requirements for a parking agreement; and,

WHEREAS, the attached agreement between DJV, Inc, Shane Bailey, and Craig Scott, meets the requirements of the stipulation regarding the parking agreement.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting resolution to waive the on-site parking requirements in lieu of the attached shared parking agreement for 36 parking stalls for the approved special permit (PZSPU-2012-06) to operate a barroom, at 737 Paul Maillard Road, Suite F, Luling, as requested by Shane Bailey.

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

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

And the resolution was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 11/20/12

APPROVED: DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 11/21/12

AT: 8:45am RECD BY: [Signature]

2012-0401

INTRODUCED BY: ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 5952

A resolution authorizing the issuance of a Special License to St. John The Baptist Catholic Church to conduct a Super Bingo.

WHEREAS, Parishes of the State of Louisiana are authorized to issue special licenses for super bingos pursuant to the authority granted by L.R.S. 4861.7; and,

WHEREAS, Section II.D. of Ordinance No. 89-4-2 provides that the Parish Council may issue by resolution special licenses for the conduct of bingo sessions at which the total amount of prizes to be awarded shall not exceed twenty-five thousand dollars (\$25,000.00) in cash or other thing(s) of value.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby authorize the issuance of a Special License to St. John The Baptist Catholic Church to conduct a Super Bingo on Tuesday, December 4, 2012, with the total amount of prizes to be awarded not exceeding Fifteen Thousand dollars (\$15,000.00).

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

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

And the resolution was declared adopted this 19th day of November, 2012, to become effective five (5) days after publication in the Official Journal.

SuperBingo-St. John Catholic Church 2012 Dec.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 11/20/12

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: 11/21/12

RETD/SECRETARY: 11/21/12

AT: 8:45am RECD BY: 2012

2012-0404

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

RESOLUTION NO. 5953

A resolution notifying the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report for **LA0073539 AI39862 – Destrehan Wastewater Treatment Plant**, and set forth the required action.

WHEREAS, the Louisiana Department of Environmental Quality Municipal Water Pollution Prevention Environmental Audit Report Program is designed to encourage municipal wastewater facilities to provide compliance maintenance prior to becoming noncompliant; and,

WHEREAS, it is necessary to submit the Environmental Audit to the Louisiana Department of Environmental Quality along with this resolution.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby notify the Louisiana Department of Environmental Quality that the St. Charles Parish Department of Wastewater has reviewed the Municipal Water Pollution Prevention Environmental Audit Report and sets forth the following action necessary to maintain permit requirements contained in Destrehan WWTP's LPDES Permit.

- a. The Department has a Capacity, Management, Operation and Maintenance (CMOM) Program in place, which consists of a continuous program of monitoring, smoke testing and upgrading of existing sewer collection lines. The Department also uses its TV camera equipment to inspect the gravity lines in the system.
- b. The Department has a preventive maintenance program. This program consists of upgrading and rehabilitation of manholes, collection lines and lift stations including control panels.
- c. Domestic waste from the communities/areas of Destrehan, Montz, Norco, New Sarpy, and St. Rose is treated through the Destrehan WWTP.
- d. In accordance with the conditions of the LDEQ State Revolving Loan Fund, the Wastewater Department will continue to repair manholes and sewer collection system lines that are old and dilapidated to prevent excessive inflow and infiltration causing overflows, bypasses and permit violations.

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

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

NAYS: NONE

ABSENT: TASTET, NUSS

And the resolution was declared adopted this 19th day of November 2012, to become effective five (5) days after publication in the Official Journal.

WSTEWATRAUD-Dest Nov2012

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: 11/20/12

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 11/24/12

AT: 8:45am RECD BY: [Signature]