



St. Charles Parish Meeting Minutes

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

Parish Council

Draft

*Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Fauchaux,
Terrell D. Wilson, Paul J. Hogan, Larry Cochran,
Traci A. Fletcher, Julia Fisher-Perrier*

Tuesday, January 22, 2013

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present: 8 - Carolyn K. Schexnaydre, Clayton 'Snookie' Fauchaux, Terrell D. Wilson, Wendy Benedetto, Paul J. Hogan, Lawrence 'Larry' Cochran, Traci A. Fletcher, Julia Fisher-Perrier

Also Present: Parish President V.J. St. Pierre, Jr., Chief Operations Officer John 'Rusty' Walker, Chief Administrative Officer Buddy Boe, Legal Director Leon C. Vial, III, Public Works/Wastewater Director Sam Scholle, Planning & Zoning Director Kimberly Marousek, Finance Director Grant Dussom, Grant Officer Holly Fonseca, Public Information Officer Renee Simpson, Risk Management Officer Monique Granier

CALL TO ORDER

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 Wilson, and seconded to approve the Minutes from the Special Meeting of January 3, 2013 and the Regular Meeting of January 7, 2013. The motion carried by the following vote:

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

2013-0012 (1/22/2013, Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier)

A resolution to appoint a member to the St. Charles Parish Council to fill the vacancy created by the resignation of District II Councilman Shelley M. Tastet.

Nominee:

- Councilman Fauchaux nominated Ms. Mary Clulee*
- Councilman Hogan nominated Mr. Carl J. Cantrelle, Jr.*
- Councilman Wilson nominated Reverend Kendall Pierre*

Nomination(s) Accepted

Close Nomination(s) for

File No. 2013-0012; motioned by Councilman Cochran

VOTE ON THE APPOINTMENT OF MS. MARY CLULEE

A motion was made, and seconded that this matter be Confirmed. The motion failed by the following vote:

Votes: Yea: 3 - Fauchaux, Cochran, Fisher-Perrier
Nay: 4 - Schexnaydre, Wilson, Hogan, Fletcher
Abstain: 1 - Benedetto

VOTE ON THE APPOINTMENT OF MR. CARL J. CANTRELLE, JR.

A motion was made, and seconded that this matter be Confirmed. The motion failed by the following vote:

Votes: Yea: 4 - Schexnaydre, Hogan, Fletcher, Fisher-Perrier
Nay: 3 - Fauchaux, Wilson, Cochran
Abstain: 1 - Benedetto

VOTE ON THE APPOINTMENT OF REVEREND KENDALL PIERRE

A motion was made, and seconded that this matter be Confirmed. The motion failed by the following vote:

Votes: Yea: 4 - Schexnaydre, Wilson, Cochran, Fisher-Perrier
Nay: 3 - Fauchaux, Hogan, Fletcher
Abstain: 1 - Benedetto

Discussion: to reconsider the vote on File No. 2013-0012 for the appointment of Reverend Kendall Pierre

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

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

RE-VOTE ON THE APPOINTMENT OF REVEREND KENDALL PIERRE

A motion was made, and seconded that this matter be Confirmed. The motion failed by the following vote:

Votes: Yea: 3 - Wilson, Cochran, Fisher-Perrier
Nay: 4 - Schexnaydre, Fauchaux, Hogan, Fletcher
Abstain: 1 - Benedetto

Mr. Leon C. Vial, III, Legal Services Director, advised the council concerning the District II appointment procedure.

Council Discussion

Councilman Cochran motioned to call a special council meeting to address the District II appointment.

Council Discussion

Councilman Faucheux requested Point of Privilege. Councilman Faucheux motioned to defer File No. 2013-0012 until the end of the meeting.

Councilman Cochran withdrew his motion to call a special council meeting due to the lack of a second.

Council Discussion

Discussion: to defer File No. 2013-0012 until the end of the meeting

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

Votes: Yea: 7 - Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0
Abstain: 1 - Schexnaydre

Discussion: to reconsider the vote to defer File No. 2013-0012 until the end of the meeting

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

Votes: Yea: 7 - Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 1 - Schexnaydre

Discussion: re-vote to defer File No. 2013-0012 until the end of the meeting

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

Votes: Yea: 7 - Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 1 - Schexnaydre

1 **2013-0010** (1/22/2013, St. Pierre, Jr.)
 In Recognition: Honorable Clyde A. "Rock" Gisclair, Assessor
 Read

2 **2013-0011** (1/22/2013, St. Pierre, Jr.)
 Proclamation: "Wear Red Day for Women in St. Charles Parish"
 No one was is in attendance to accept the Proclamation.
 Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2013-0015 (1/22/2013)
 Risk Management/Safety
 Reported

2013-0016 (1/22/2013, St. Pierre, Jr.)

Parish President Remarks/Report

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BENEDETTO 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, FEBRUARY 4, 2013, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2010-0019 (1/22/2013, Hogan)

An ordinance to amend the Code of Ordinances, Chapter 14 Miscellaneous Provisions and Offenses, Section 14-3. Fireworks, to authorize the possession and the utilizing of fireworks on certain days in St. Charles Parish.

Publish/Scheduled PH

2013-0021 (1/22/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and CERES Environmental Services, Inc. for Disaster Debris Removal & Recovery Services, Parish Project No. P090501.

Publish/Scheduled PH

2013-0022 (1/22/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of an Engineering Services Contract with Meyer Engineers, Ltd. for the design of Parish Project No. P130101, Cousins Pump Station Discharge Culvert Replacement.

Publish/Scheduled PH

2013-0023 (1/22/2013, Hogan)

An ordinance to name an unnamed 50' Private Access Servitude in S. Ciravola Estates, Boutte as Ciravola Lane for permitting and 911 addressing purposes.

Publish/Scheduled PH

2013-0024 (1/22/2013, St. Pierre, Jr., Department of Parks and Recreation)

An ordinance to approve and authorize the execution of Agreement between St. Charles Parish and Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC. to provide design services for the Ashton Park Development in Luling.

Publish/Scheduled PH

2010-0019 (1/22/2013)

Discussion of new Fireworks Ordinance

Discussion: to postpone indefinitely File No. 2010-0019 from introduction until the two newly elected councilmembers take office

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

Votes: Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

PLANNING AND ZONING PETITIONS

3

2013-0003 (1/7/2013, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance approving and authorizing a Home Occupation under the operation of James H. Smith - "Southern Express Air Conditioning & Heating, LLC" - a heating and air conditioning contractor - at 103 Champagne Lane, Ama.

Reported:

P & Z Department Recommended: Approval

Planning Commission Recommended: Approval

Speakers:

Mr. James Smith, Ama

PH Requirements Satisfied

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

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

2013-0002 (1/7/2013, St. Pierre, Jr., Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$58,128.23 and decrease contract time by 31 days.

Amendment: to accept the revised version of File No. 2013-0002 and Change Order No. 1 (Final)

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

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

4

2013-0002 (1/7/2013, St. Pierre, Jr., Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$57,448.25 and decrease contract time by 31 days.

Reported:

Public Works Department Recommended: Approval

PH Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

2013-0004 (1/7/2013, Hogan, Schexnaydre)

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require a supporting resolution of the Parish Council.

Amendment: to accept the revised version of File No. 2013-0004

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

Votes: Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

9

2013-0004 (1/7/2013, Hogan, Schexnaydre)

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require review and approval by the Planning and Zoning Commission and a supporting resolution of the Parish Council.

Reported:

Councilman Hogan Recommended: Approval

Councilwoman Schexnaydre Recommended: Approval

PH Requirements Satisfied

Council Discussion

VOTE ON THE PROPOSED ORDINANCE AS AMENDED

Proposed ordinance failed for lack of a majority by the following vote

Votes: Yea: 3 - Schexnaydre, Benedetto, Hogan
Nay: 5 - Faucheux, Wilson, Cochran, Fletcher, Fisher-Perrier

10

2013-0005 (1/7/2013, Hogan)

An ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV.] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

Reported:

Councilman Hogan Recommended: Approval

PH Requirements Satisfied

Proposed ordinance failed for lack of a majority by the following vote

Votes: Yea: 3 - Schexnaydre, Benedetto, Hogan
Nay: 5 - Faucheux, Wilson, Cochran, Fletcher, Fisher-Perrier

11

2010-0430 (1/7/2013, Hogan, Schexnaydre)

An ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c, (5), and Section VI, D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

Reported:

Councilman Hogan Recommended: Approval

Councilwoman Schexnaydre Recommended: Approval

PH Requirements Satisfied

*Council Discussion**Proposed ordinance failed for lack of a majority by the following vote*

Votes: Yea: 2 - Schexnaydre, Hogan
 Nay: 6 - Faucheux, Wilson, Benedetto, Cochran, Fletcher, Fisher-Perrier

12 **2013-0006** (1/7/2013, Hogan, Schexnaydre)

An ordinance to amend the Code of Ordinances Appendix A, Section VI, B, [IV.] R-1M, 2, a, to provide that RV Parks shall require a supporting resolution of the Parish Council.

*Reported:**Councilman Hogan Recommended: Approval**Councilwoman Schexnaydre Recommended: Approval***PH Requirements Satisfied***Proposed ordinance failed for lack of a majority by the following vote*

Votes: Yea: 2 - Schexnaydre, Hogan
 Nay: 6 - Faucheux, Wilson, Benedetto, Cochran, Fletcher, Fisher-Perrier

13 **2013-0007** (1/7/2013, St. Pierre, Jr., Department of Planning & Zoning, Faucheux, Wilson)

An ordinance to approve and authorize the execution of an Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52.

*Reported:**P & Z Department Recommended: Approval**Councilman Faucheux Recommended: Approval**Councilman Wilson Recommended: Approval**Speakers:**Dr. Rodney Lafon, Superintendent, St. Charles Parish Schools**Mr. Fred Martinez, St. Charles Parish Hospital***PH Requirements Satisfied***Council Discussion*

Votes: Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

18 **2013-0008** (1/7/2013, St. Pierre, Jr., Department of Planning & Zoning, Faucheux, Wilson)

An ordinance to approve and authorize the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52.

*Reported:**P & Z Department Recommended: Approval**Councilman Faucheux Recommended: Approval**Councilman Wilson Recommended: Approval***PH Requirements Satisfied**

Votes: Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

24 **2013-0009** (1/7/2013, Wilson)
 An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of "No Overnight Parking" signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

Reported:
Councilman Wilson Recommended: Approval

PH Requirements Satisfied

Council Discussion

Votes: Yea: 6 - Faucheux, Wilson, Benedetto, Cochran, Fletcher, Fisher-Perrier
 Nay: 2 - Schexnaydre, Hogan

RESOLUTIONS

25 **2013-0013** (1/22/2013, St. Pierre, Jr., Grants Office)
 A resolution supporting the application for funding of the West Bank B Plant Clarifier Refurbishment project through the Louisiana Office of Community Development's FY 2012-2013 Community Water Enrichment Fund.

Reported:
Grants Office Recommended: Approval

Votes: Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

26 **2013-0014** (1/22/2013, St. Pierre, Jr., Department of Planning & Zoning)
 A resolution providing mandatory supporting authorization to endorse the resubdivision of Lot ADV-19 into Lots ADV-19-A, ADV-19-B, ADV-19-C and ADV-19-D located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA. Zoning District C-2. Council District 7 with a requested waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all side lot lines shall be at right angles to straight street lines, as requested by the Louisiana Department of Transportation and Development.

Amendment: to accept the revised version of File No. 2013-0014

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

Votes: Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

Reported:
P & Z Department Recommended: Approval
Planning Commission Recommended: Approval

VOTE ON THE PROPOSED RESOLUTION AS AMENDED

Votes: Yea: 8 - Schexnaydre, Faucheux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

27 **2013-0017** (1/22/2013, Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier)
 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*
- Councilwoman Fisher-Perrier Recommended: Approval*

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

APPOINTMENTS

2012-0454 (1/7/2013)

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

Nominee:

Councilwoman Fletcher nominated Mr. Carmine Frangella

Nomination(s) Accepted

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

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

2013-0018 (1/22/2013)

Council Ex-Officio Appointment to the Hospital Service District

Nominee:

Councilman Wilson nominated Councilwoman Wendy Benedetto

Nomination(s) Accepted

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

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

VOTE ON THE APPOINTMENT OF COUNCILWOMAN WENDY BENEDETTO

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

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
 Nay: 0

2013-0012 (1/22/2013, Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier)

A resolution to appoint a member to the St. Charles Parish Council to fill the vacancy created by the resignation of District II Councilman Shelley M. Tastet.

A motion was made by Councilmember Hogan, and seconded to deviate from the regular order of the agenda to take up File No. 2013-0012. The motion carried by the following vote:

Votes: Yea: 6 - Schexnaydre, Wilson, Benedetto, Hogan, Fletcher, Fisher-Perrier
Nay: 2 - Fauchaux, Cochran

Councilman Fauchaux read an excerpt from the Home Rule Charter.

Mr. Leon C. Vial, III, Legal Services Director, read an excerpt from the Roberts Rules of Order.

Council Discussion

Discussion: to table File No. 2013-0012 until the special council meeting on Monday, January 28, 2013, at 5:00 pm, in the Council Chambers, Courthouse, Hahnville

Chairman Benedetto stated for the record that Councilman Wilson did not mark himself present in error; meant to vote yea.

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

Votes: Yea: 7 - Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 1 - Schexnaydre

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2013-0019 (1/22/2013, Benedetto)

Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721

A motion was made by Councilmember Fauchaux, and seconded to go into Executive Session. The motion carried by the following vote:

Votes: Yea: 8 - Schexnaydre, Fauchaux, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0

Heard in Executive Session

A motion was made by Councilmember Fletcher, and seconded to return to the regular order of the agenda. The motion carried by the following vote:

Votes: Yea: 7 - Schexnaydre, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0
Absent: 1 - Fauchaux

Councilman Fauchaux called for a Point of Privilege, requesting the Chairman to provide a summary of the Executive Session discussion.

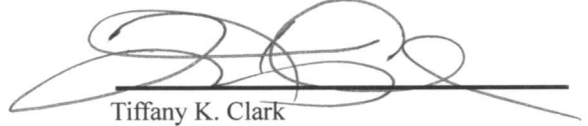
Council Discussion...no explanation was provided.

ADJOURNMENT

A motion was made by Councilmember Fletcher, and seconded to adjourn the meeting at approximately 8:05 pm. The motion carried by the following vote:

Votes: Yea: 7 - Schexnaydre, Wilson, Benedetto, Hogan, Cochran, Fletcher, Fisher-Perrier
Nay: 0
Absent: 1 - Fauchaux

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Tiffany K. Clark
Council Secretary

The Parish of St. Charles

January 22, 2013

IN RECOGNITION

WHEREAS, Mr. Clyde A. "Rock" Gisclair, a lifelong resident of Luling, and his wife Sylvia Keller Gisclair are the parents of Tara Gisclair Dufrene, wife of Chad Dufrene, John Gisclair, husband of Jeanmarie, and Daniel Gisclair and the grandparents of Andrew, Eric and Danielle Dufrene and Jenna, Jace and Jacques Gisclair; and,

WHEREAS, Mr. Gisclair graduated from Hahnville High School in 1953 and six days later signed a contract with the Brooklyn Dodgers baseball team, playing professionally for four years until he was drafted into the United States Army where he served for nineteen months with the DMZ Police in Korea; and,

WHEREAS, upon his return from the Korean Conflict, Mr. Gisclair became a barber and worked with his father Claudet R. Gisclair in his Barber Shop in Luling; and,

WHEREAS, in 1967 Mr. Gisclair received a Bachelor of Arts Degree from Nicholls State University and in 1969 he received his Master's Degree in Education, also from Nicholls State University; and,

WHEREAS, Mr. Gisclair taught English and History at Hahnville High School and became the Principal of Riverside Academy in 1970; and,

WHEREAS, in 1972 Mr. Gisclair decided to offer himself for public service and he was elected Assessor of St. Charles Parish, assuming the duties of office on July 2, 1972 and serving until his retirement on December 31, 2012; and,

WHEREAS, Mr. Gisclair, a Certified Louisiana Assessor, managed the office in a proficient and efficient manner for over forty years, serving as a member of the Louisiana Assessor's Association, the International Association of Assessing Officers, the Association of Governmental Accountants, the National Association of Master Appraisers, the College of Real Estate Appraisers, the International Real Estate Institute and the Environmental Assessment Association; and,

WHEREAS, Mr. Gisclair and his wife were honored by being selected the 1995 King and Queen of the Krewe of Lul Parade; and,

WHEREAS, during his entire career in public service Mr. Gisclair was known for always being available to meet and greet his constituents and to assist anyone in need; and,

WHEREAS, Mr. Gisclair has served the citizens of St. Charles Parish with honor, dignity and distinction for over forty years in public service.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, AND THE PARISH PRESIDENT, Duly Assembled on this 22nd day of January, 2013 do hereby express our sincere thanks and appreciation for Outstanding and Distinguished Public Service to

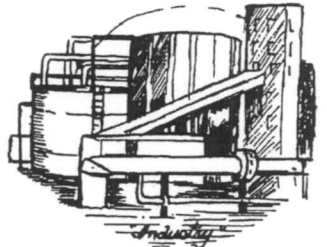
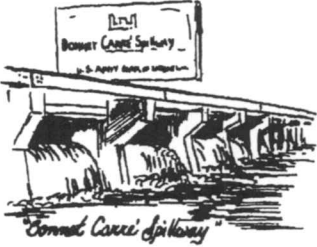
Clyde A. "Rock" Gisclair

Assessor

St. Charles Parish

July 2, 1972 – December 31, 2012

"PARISH OF PLANTY"
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.

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

Clayton Fauchoux, Jr.

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

Terrell D. Wilson

TERRELL D. WILSON
COUNCILMAN, DISTRICT I

Wendy Benedetto

WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

Paul J. Hogan

PAUL J. HOGAN
COUNCILMAN, DISTRICT IV

Carolyn K. Schumaydre

CAROLYN K. SCHUMAYDRE
COUNCILWOMAN AT LARGE, DIV. A

LARRY COCHRAN
COUNCILMAN, DISTRICT V

Traci A. Fletcher

TRACI A. FLETCHER
COUNCILWOMAN, DISTRICT VI

Julia Fisher-Perrier

JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, *diseases of the heart are the Nation's leading cause of death and stroke is the third leading cause of death; and,*

WHEREAS, *cardiovascular diseases (CVD) claim the lives of nearly 500,000 American females (about one death per minute) each year; and,*

WHEREAS, *more women die of heart disease, stroke, and all other cardiovascular diseases than the next five leading causes of death combined, including all cancers; and,*

WHEREAS, *February is designated as American Heart Month; and,*

WHEREAS, *"Go Red For Women" is the American Heart Association's national call to increase awareness about heart disease - the leading cause of death for women - and to inspire women to take charge of their heart health; and,*

WHEREAS, *since the first National Wear Red Day 10 years ago, tremendous strides have been made in the fight against heart disease in women; and,*

WHEREAS, *21% fewer women are dying from heart disease and 23% more women are aware that it's their No. 1 health threat; and,*

WHEREAS, *all women should learn their own personal risk for heart disease, using tools that the "Go Red For Women" social initiative provides and by talking to their healthcare provider; and,*

WHEREAS, *making the right choices relating to proper nutrition, physical activity, doctor visits, and other lifestyle methods is essential to living a heart healthy life.*

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY DECLARE FRIDAY, FEBRUARY 1, 2013 AS:

"WEAR RED DAY FOR WOMEN IN ST. CHARLES PARISH"

IN RECOGNITION OF THE IMPORTANCE OF THE ONGOING FIGHT AGAINST HEART DISEASE AND STROKE AND URGE ALL CITIZENS TO SHOW THEIR SUPPORT FOR WOMEN AND THE FIGHT AGAINST HEART DISEASE BY COMMEMORATING THIS DAY BY THE WEARING OF THE COLOR RED. BY INCREASING AWARENESS AND EMPOWERING WOMEN TO REDUCE THEIR RISK FOR CARDIOVASCULAR DISEASE, WE CAN SAVE THOUSANDS OF LIVES EACH YEAR.

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

s/WENDY BENEDETTO
WENDY BENEDETTO
COUNCILWOMAN, DISTRICT III

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

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

s/LARRY COCHRAN
LARRY COCHRAN
COUNCILMAN, DISTRICT V

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

s/JULIA FISHER-PERRIER
JULIA FISHER-PERRIER
COUNCILWOMAN, DISTRICT VII

2013-0003

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

ORDINANCE NO. 13-1-8

An ordinance approving and authorizing a Home Occupation under the operation of James H. Smith – “Southern Express Air Conditioning & Heating, LLC” – a heating and air conditioning contractor – at 103 Champagne Lane, Ama.

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 James H. Smith requires licensing by the Louisiana State Licensing Board for Contractors; and,

WHEREAS, the St. Charles Parish Planning and Zoning Commission recommended approval of the request at a regular meeting on January 3, 2013.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the request for a home occupation permit by James H. Smith to operate “Southern Express Air Conditioning & Heating, LLC”– a heating and air conditioning contractor – at 103 Champagne Lane, Ama. – is approved; and,

SECTION II. That the Department of Planning & Zoning is authorized to grant James H. Smith a home occupation permit to operate “Southern Express Air Conditioning & Heating, LLC”– a heating and air conditioning contractor – at 103 Champagne Lane, Ama.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 22nd day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *W. Benedetto*
SECRETARY: *[Signature]*
DLVD/PARISH PRESIDENT: 1-23-13
APPROVED: DISAPPROVED:

PARISH PRESIDENT: *[Signature]*
RETD/SECRETARY: 1-23-13
AT: *B. Popm* RECD BY: *[Signature]*

2013-0002

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

ORDINANCE NO. 13-1-9

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for Parish Project No P080502-5, Carriage Canal Bank Repairs, to balance the contract quantities with actual quantities resulting in a decrease of \$57,448.25 and decrease contract time by 31 days.

WHEREAS, Ordinance No. 12-8-17 adopted August 20, 2012 by the St. Charles Parish Council awarded construction of Parish Project No P080502-5, Carriage Canal Bank Repairs, to Cycle Construction Co., LLC; 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 \$57,448.25 and decrease contract time by 31 days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for Parish Project No. P080502-5, Carriage Canal Bank Repairs to decrease the contract amount by \$57,448.25 and decrease the contract time by 31 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, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 22nd day of January, 2013, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 1-23-13
APPROVED: _____ DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 1-23-13
AT: 3:00pm RECD BY: [Signature]

CHANGE ORDER

DATE OF ISSUANCE January 8, 2013

EFFECTIVE DATE

| | | |
|----------------------|--|-------------------------------------|
| OWNER | St. Charles Parish Department of Public Works and Wastewater | |
| CONTRACTOR | Cycle Construction Co., L.L.C. | |
| Contract: | Carriage Canal Repairs | |
| Project: | P080502-5 – Carriage Canal Repairs | |
| OWNER's Contract No. | P080502-5 | ENGINEER's Contract No. 2008-21-810 |
| ENGINEER | Evans-Graves Engineers, Inc. | |

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

Description:

1. Delete the Following Work Items:
 - a. Contract Item No. 8 Relocation of Infrastructure
Delete item in its entirety (change to "Not Used"). (\$50,000.00)

Total of Deducted Items = (\$50,000.00)

2. Add the Following Work Items:
 - a. Contract Item No. 9 Fabric and Sand Backfill
Add item in its entirety. \$11,051.00
 - b. Contract Item No. 10 Weld and Paint Closure Pieces (2 EA)
Add item in its entirety. \$1,798.00
 - c. Contract Item No. 11 Material Cost Only for Unused Sheet Pile
Add item in its entirety. \$7,266.47

Total of Added Work Items = \$20,115.47

3. Revise the Following Work Item Quantities:
 - a. Contract Item No. 4 Embankment
The quantity is to be decreased by 53 CY (\$1,113.00)
 - b. Contract Item No. 5 Steel Sheet Piling
The quantity is to be decreased by 1,023.80 SF (\$27,130.70)
 - c. Contract Item No. 6 Hydroseed
The quantity is to be increased by 113.33 SY \$679.98

Total of Change in Work Items Quantities = (\$27,563.72)

TOTAL CHANGE IN PROJECT COST (CREDIT) = (\$57,448.25)

See Attachment No. 1 – Description of Changes, for more detail.

Reason for Change Order:

1. Deleted Work Items
 - a. Contract Item No. 8 was not required. There was no hidden infrastructure encountered during construction which presented an underground obstruction to sheet pile driving.

2. Add Work Items
 - a. Contract Item No. 9 was added to change the backfill material from clay embankment (Item No. 4) to sand, and to add a layer of geotextile fabric to encapsulate the backfill and prevent leakage through the sheet pile joints. Based on observed field conditions, it was determined that a lightweight sand backfill would be a better construction material and would compact better behind the wall. Refer to Item 3(a) below.
 - b. Contract Item No. 10 was added to provide a solid closure between the existing wingwall and the new sheet pile wall, to prevent loss of backfill material at the interface location. The original plans called for a butt joint at this interface, but due to the different shapes of the two sheet pile sections and difficulty driving immediately adjacent to the existing wingwall, a consistent closure was not able to be achieved, so it was decided that the two sections should be welded together.

- c. Contract Item No. 11 was added to account for the Contractor's purchase of sheet pile material that was deleted from the project (Item No. 5). The materials should be reimbursed, but there should be no charge to the project for labor or equipment. Refer to Item 3(b) below.
3. Revise Work Item Quantities
- a. Contract Item No. 4 Embankment contained a quantity of material for backfill and a quantity of material for topsoil. The backfill material was changed to sand, and so the backfill portion of the total quantity was deleted from the project. The remaining quantity is for topsoil on top of the new sand backfill. Refer to Item 2(a) above.
 - b. Contract Item No. 5 Steel Sheet Piling was adjusted to delete several sheet piles from the project which were determined based on field conditions to be unnecessary to the project's successful implementation. The reduction in sheet pile quantity at the contract unit price covers materials, labor, and equipment. While the labor and equipment portion of these additional sheets could be deleted since no work was done on these deleted sheet piles, the Contractor was still owed money for the purchase of the materials; and so Item No. 11 was added to account for this. Refer to Item 2(c) above.
 - c. Contract Item No. 6 Hydroseed was adjusted to pay for the actual quantity of seeding in-place, which exceeded the plan and bid quantity based on actual field measurements of the in-place sheet pile walls and disturbed areas which were backfilled.

Attachments: No. 1 – Description of Changes

| CHANGE IN CONTRACT PRICE: |
|--|
| Original Contract Price \$558,810.00 |
| Net Increase (Decrease) from previous Change Orders No. ___ to ___: \$0.00 |
| Contract Price prior to this Change Order: \$558,810.00 |
| Net increase (decrease) of this Change Order: (\$57,448.25) _____ |
| Contract Price with all approved Change Orders: \$501,361.75 |

| CHANGE IN CONTRACT TIMES: |
|--|
| Original Contract Times: Substantial Completion: January 6, 2013 Ready for final payment: February 20, 2013 |
| 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: January 6, 2013 Ready for final payment: February 20, 2013 |
| Net increase (decrease) this Change Order: Substantial Completion: 31 Ready for final payment: 31 |
| Contract Times with all approved Change Orders: Substantial Completion: December 6, 2012 Ready for final payment: January 20, 2013 |

RECOMMENDED: [Signature] APPROVED: [Signature] ACCEPTED: [Signature]
 By: _____ By: _____ By: _____
 ENGINEER (Authorized Signature) OWNER (Authorized Signature) CONTRACTOR (Authorized Signature)
 Date: 1-8-13 Date: 1/23/13 Date: 1-10-13

ATTACHMENT NO 1 - DESCRIPTION OF CHANGES

P080502-5 Carriage Canal Repairs

| Item No. | Description | Unit | Unit Price | Original Contract | | Change Order No. 1 | | Total to Date | | Increases | Decreases | Deletions | Additions |
|----------------|--|------|-------------|-------------------|--------------|--------------------|---------------|---------------|--------------|-----------|---------------|---------------|-------------|
| | | | | Quantity | Cost | Quantity | Cost | Quantity | Cost | | | | |
| 1 | Mobilization/ Demobilization | LS | \$65,000.00 | 1.00 | \$65,000.00 | | | 1.00 | \$65,000.00 | | | | |
| 2 | Clearing and Grubbing | LS | \$18,000.00 | 1.00 | \$18,000.00 | | | 1.00 | \$18,000.00 | | | | |
| 3 | Excavation | CY | \$26.50 | 1,000.00 | \$26,500.00 | | | 1,000.00 | \$26,500.00 | | | | |
| 4 | Embankment | CY | \$21.00 | 110.00 | \$2,310.00 | (53.00) | (\$1,113.00) | 57.00 | \$1,197.00 | | (\$1,113.00) | | |
| 5 | Steel Sheet Piling | SF | \$26.50 | 14,720.00 | \$390,080.00 | (1023.80) | (\$27,130.70) | 13,696.20 | \$362,949.30 | | (\$27,130.70) | | |
| 6 | Hydroseed | SY | \$6.00 | 320.00 | \$1,920.00 | 113.33 | \$679.98 | 433.33 | \$2,599.98 | \$679.98 | | | |
| 7 | Construction Layout | LS | \$5,000.00 | 1.00 | \$5,000.00 | | | 1.00 | \$5,000.00 | | | | |
| 8 | Relocation of Infrastructure Items | LS | \$50,000.00 | 1.00 | \$50,000.00 | (1.00) | (\$50,000.00) | 0.00 | \$0.00 | | (\$50,000.00) | | |
| 9 | Fabric and Sand Backfill | LS | \$11,051.00 | 0.00 | \$0.00 | 1.00 | \$11,051.00 | 1.00 | \$11,051.00 | | | | \$11,051.00 |
| 10 | Weld and Paint Closure Pieces (2 EA) | LS | \$1,798.00 | 0.00 | \$0.00 | 1.00 | \$1,798.00 | 1.00 | \$1,798.00 | | | | \$1,798.00 |
| 11 | Material Cost Only for Unused Sheet Pile | LS | \$7,266.47 | 0.00 | \$0.00 | 1.00 | \$7,266.47 | 1.00 | \$7,266.47 | | | | \$7,266.47 |
| TOTALS: | | | | | \$558,810.00 | | (\$57,448.25) | | \$501,361.75 | \$679.98 | (\$28,243.70) | (\$50,000.00) | \$20,115.47 |

TOTALS:

(\$57,448.25)

\$501,361.75

\$679.98

(\$28,243.70)

(\$50,000.00)

\$20,115.47

8

RESULTING COST INCREASE (DECREASE) TO ST. CHARLES PARISH

(\$57,448.25)

-10.28% of Base Bid

2013-0004

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

An ordinance to amend the Code of Ordinances Appendix A, Section VI, A, [I.] O-L, 3, e, to provide that Cemeteries and Mausoleums shall require review and approval by the Planning and Zoning Commission and a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, A, [I.] O-L, 3, e., is hereby amended by adding (3) as follows:

(3) Review and approval by the Planning and Zoning Commission and a supporting resolution of the Parish Council.

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

YEAS: SCHEXNAYDRE, BENEDETTO, HOGAN

NAYS: FAUCHEUX, WILSON, COCHRAN, FLETCHER, FISHER-PERRIER

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON JANUARY 22, 2013.

2013-0005

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

CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B

An ordinance to amend the Code of Ordinances Appendix A, VI, C; [IV.] C-3, 1, c. Special permit uses to provide that approval of special use permits for barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, C; [IV.] C-3, 1, c. Special permit uses, (1) is hereby amended to read as follows:

(1) Barrooms, night clubs, lounges, and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.

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

YEAS: SCHEXNAYDRE, BENEDETTO, HOGAN

NAYS: FAUCHEUX, WILSON, COCHRAN, FLETCHER, FISHER-PERRIER

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON JANUARY 22, 2013.

2010-0430

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

CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B

An ordinance to amend the Code of Ordinances Appendix A, Section VI, D; [I] M-1; 1; c, (5), and Section VI, D; [I] M-1; 1; c, (7) to provide that approval of special use permits for tow yards, barrooms, night clubs, lounges, and dancehalls shall require a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, D, [I] M-1, 1, c. Special permit uses and structures include the following: (5), is hereby amended, with no changes to any of the subsections of (5), to read as follows:

(5) Towing yard. Towing yards, upon review and approval by the Planning Commission and supporting resolution of the Council, shall conform to the following regulations:

SECTION II. That the Code of Ordinances, Appendix A, Section VI, D; [I] M-1; 1; c. Special permit uses and structures include the following: (7), is hereby amended to read as follows:

(7) Barrooms, night clubs, lounges and dancehalls upon review and approval by the Planning Commission and supporting resolution of the Council.

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

YEAS: SCHEXNAYDRE, HOGAN

NAYS: FAUCHEUX, WILSON, BENEDETTO, COCHRAN, FLETCHER, FISHER-PERRIER

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON JANUARY 22, 2013.

2013-0006

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

CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION B

An ordinance to amend the Code of Ordinances Appendix A, Section VI, B, [IV.] R-1M, 2, a, to provide that RV Parks shall require a supporting resolution of the Parish Council.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix A, Section VI, B, [IV.] R-1M, 2. Special permit uses, a, is hereby amended to read as follows:

- a. Include RV parks of one-half acre provided 1) the Special Provisions for RV Parks [subsection 4 below], other than the minimum site requirement, are met, and 2) the request receives review and approval by the Planning Commission and a supporting resolution of the Parish Council.

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

YEAS: SCHEXNAYDRE, HOGAN

NAYS: FAUCHEUX, WILSON, BENEDETTO, COCHRAN, FLETCHER,
FISHER-PERRIER

ABSENT: NONE

PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY
ON JANUARY 22, 2013.

2013-0007

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
CLAYTON FAUCHEUX, COUNCILMAN AT LARGE, DIV. B
TERRELL WILSON, COUNCILMAN, DISTRICT I

ORDINANCE NO. 13-1-10

An ordinance to approve and authorize the execution of an Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52.

- WHEREAS, The Parish adopted a Comprehensive Land Use Plan that includes a number of policies implementation actions (Ord. No. 11-6-11); and,
- WHEREAS, Land Use Policy 1.1 created a Mixed Use Corridor along Paul Maillard Road; and,
- WHEREAS, Community Character Policy 2.3 recommended applying for a HUD Community Challenge Planning Grant to fund a detailed plan to revitalize the Paul Maillard Road corridor; and,
- WHEREAS, St. Charles Parish was awarded a HUD Community Challenge Planning grant for a Corridor Revitalization Plan for Paul Maillard Road in November 2011; and,
- WHEREAS, St. Charles Parish wishes to enter into a professional services agreement with planning, engineering and economic development professionals for the development of said plan; and,
- WHEREAS, A citizen based Selection Committee scored the 15 proposals submitted in response to the Parish's RFP for this project; and,
- WHEREAS, On September 27, 2012 the Selection Committee interviewed and ranked the three shortlisted firms; and,
- WHEREAS, The Selection Committee chose BKI, as the preferred consultant team; and,
- WHEREAS, St. Charles Parish agrees to contract with BKI to develop a Corridor Revitalization Plan for Paul Maillard Road, LA 52, for the Parish as defined by the Agreement and Attachment A, Scope of Work with Budget, Attachment B, Personnel, Attachment C, HUD Cooperative Agreement Provisions, and Attachment D, Compliance Provisions for Federally Assisted Contracts and Subcontracts.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between Burk-Kleinpeter, Inc. (BKI) and St. Charles Parish to prepare a Corridor Revitalization Plan for Paul Maillard Road, LA 52, in the amount of \$416,022.00 is hereby approved.

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

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
 NAYS: NONE
 ABSENT: NONE

And the ordinance was declared adopted this 22nd day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Wendy Benedetto*
 SECRETARY: *[Signature]*
 DLVD/PARISH PRESIDENT: 1-23-13
 APPROVED: *[Signature]* DISAPPROVED: _____
 PARISH PRESIDENT: *[Signature]*
 RETD/SECRETARY: 1-23-13
 AT: 3:00 pm RECD BY: *[Signature]*

AGREEMENT FOR PROFESSIONAL SERVICES
Paul Maillard Rd, LA 52 Corridor Revitalization Plan

This agreement is made effective as of this _____ day of _____, 2013, by and between St. Charles Parish, 15045 River Road, Hahnville, LA 70057, and Burk – Kleinpeter, Inc., 4176 Canal St., New Orleans, LA 70119 (BKI).

In this Agreement, the party who is contracting to receive services shall be referred to as "St. Charles Parish", and BKI, the party who will be providing services, shall be referred to as "CONTRACTOR".

CONTRACTOR has extensive experience concerning the *Paul Maillard Road Corridor Revitalization Plan* (PROJECT) and is willing to provide services to St. Charles Parish based on this experience.

St. Charles Parish desires to utilize the knowledge and experience provided by the CONTRACTOR, through specified personnel. (See ATTACHMENT B.)

St. Charles Parish has obtained a grant from the US Department of Housing and Urban Development (HUD) Office of Housing and Sustainable Communities (OHSC) for said project. Grant funds will be used to pay these Professional Services. As required, the HUD OSHC Terms and Conditions for FY 2011 NOFA are attached and incorporated, herein (ATTACHMENT C).

Compliance Provisions for Federally Assisted Contracts and Subcontracts, including those required by HUD 24 CFR 85.36 (i), are attached and incorporated herein (ATTACHMENT D).

Therefore, the parties agree as follows:

1. AGREEMENT PERIOD. Subject to its other provisions the term of this Agreement shall commence on the above written effective date and terminate on December 31, 2014.
2. DESCRIPTION OF SERVICES. The CONTRACTOR will complete the scope of work described in the attached Scope of Services. (ATTACHMENT A.)
3. PERFORMANCE OF SERVICES. CONTRACTOR shall provide services only with the prior approval of St. Charles Parish. All services provided by CONTRACTOR shall meet the standards of care, as defined as the care and skill ordinarily used by professionals practicing under similar circumstances at the same time and in the same locality. All services provided by CONTRACTOR are subject to acceptance by St. Charles Parish prior to compensation for services.

4. COMPENSATION AND PAYMENT PROCEDURE. CONTRACTOR'S compensation, inclusive of cost reimbursements, shall be a lump sum of \$416,022. CONTRACTOR shall submit monthly invoices during the contract period for services rendered on a percent complete basis. Invoices must be received by St. Charles Parish by the 15th day of each month for payments to be made to CONTRACTOR for work completed in the preceding month.
5. SUPPORT SERVICES. CONTRACTOR shall provide offices, computers, telephones, vehicles and other such necessary equipment, supplies and personnel to accomplish the successful completion of deliverables.
6. INDEMNIFICATION. CONTRACTOR agrees to indemnify and hold St. Charles Parish harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against St. Charles Parish that result from the negligent acts or omissions of CONTRACTOR while engaged upon or in connection with the services required or performed under this agreement.
7. ASSIGNMENT. CONTRACTOR'S obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without prior written consent of St. Charles Parish. See ATTACHMENT B for acceptable CONTRACTOR personnel.
8. FLOW DOWN PROVISIONS. The Cooperative Agreement Provisions as defined above are incorporated as ATTACHMENT C to this Agreement, which includes the "Flow Down Provisions" (p. 18, Program Requirement 23). The CONTRACTOR shall comply with the applicable provisions as set forth in said Terms and Conditions or as established by the U.S. Housing and Urban Development (HUD) and the Office of Management and Budget (OMB).
9. RELATIONSHIP OF PARTIES. The parties understand that CONTRACTOR is an independent contractor with respect to St. Charles Parish, and not an employee of St. Charles Parish. St. Charles Parish will not provide benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of CONTRACTOR. It is specifically agreed and understood by the parties hereto that St. Charles Parish will not withhold from CONTRACTOR'S monthly compensation any amounts normally withheld for FICA, federal, and state income taxes, retirement, or health benefits. CONTRACTOR will be solely and exclusively responsible for and liable for reporting such compensation to appropriate state and federal taxing agencies.
10. INJURIES. CONTRACTOR acknowledges CONTRACTOR'S obligation to obtain appropriate insurance coverage for the benefit of CONTRACTOR. CONTRACTOR waives any rights to recovery from St. Charles Parish for any injuries that CONTRACTOR may sustain while performing services under this Agreement and that are a result of the negligence of CONTRACTOR.

11. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid or email, addressed as follows:

If to St. Charles Parish: V. J. St. Pierre, Jr., President
St. Charles Parish
Parish Courthouse
15045 River Road
Hahnville, LA 70057
vj@stcharlesgov.net

If to the Contractor: Michael Chopin, Executive Vice President
Burk – Kleinpeter, Inc.
4176 Canal St.
New Orleans, LA 70119
mchopin@bkusa.com

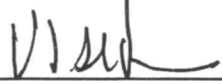
Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties.
13. AMENDMENT. The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
16. CONFIDENTIALITY. The Contractor will maintain no information about any individual client in a manner that would violate the provision of the Privacy Act of 1974, PL 93-579

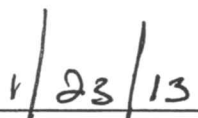
as amended. CONTRACTOR agrees that CONTRACTOR will not at any time or in any manner, either directly or indirectly, use any information for CONTRACTOR'S own benefit, or divulge, disclose, or communicate in any manner any information about the PROJECT to any third party without the prior written consent of St. Charles Parish. CONTRACTOR will protect the information and treat it as strictly confidential. The only exceptions to this provision are the normal data acquisition and general communication by the CONTRACTOR during the course of the Project that requires interaction with and communication with individuals, firms or agencies, and with individuals, firms, or agencies that are the sources of information/data/input required for and utilized for the Project. A violation of this paragraph shall be a material violation of this Agreement.

17. RETURN OF RECORDS. Upon termination of this Agreement, CONTRACTOR shall deliver all records, notes, data, memoranda, models, and equipment of any nature prepared or obtained under the terms of this agreement that are in CONTRACTOR'S possession or under CONTRACTOR'S control and that are St. Charles Parish's property or relate to St. Charles Parish's business.
18. The Contractor shall not:
 - A. Knowingly employ or contract with an illegal alien to perform work on the PROJECT; or
 - B. Enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work on the PROJECT.
19. APPLICABLE LAW. This agreement shall be governed by the laws of the State of Louisiana.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the day and year first written above.



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



Date

Michael D. Chopin, Regional Vice President
Burk – Kleinpeter, Inc.

Date

2013-0008

**INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT
(DEPARTMENT OF PLANNING AND ZONING)
CLAYTON FAUCHEUX, COUNCILMAN AT LARGE, DIV. B
TERRELL WILSON, COUNCILMAN, DISTRICT I**

ORDINANCE NO. 13-1-11

An ordinance to approve and authorize the execution of an Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52.

- WHEREAS,** The Center for Planning Excellence (CPEX) is a nonprofit entity that promotes community planning statewide; and,
- WHEREAS,** CPEX provided technical assistance to St. Charles Parish in the development of a Comprehensive Land Use Plan (CLUP); and,
- WHEREAS,** CPEX continues to provide technical assistance with implementation of the CLUP; and,
- WHEREAS,** CPEX was identified as a partner on the Parish's application for a HUD Community Challenge Planning grant; and,
- WHEREAS,** St. Charles Parish wishes to enter into a professional services agreement with CPEX to assist with public engagement and education and to provide technical assistance during the development of the Revitalization Plan; and,
- WHEREAS,** The funds for this contract were allocated in the approved 2013 Planning and Zoning budget under professional services; and,
- WHEREAS,** St. Charles Parish agrees to contract with CPEX to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52, for the Parish as defined by the Agreement and Exhibit A, Scope of Work and Budget.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between the Center for Planning Excellence (CPEX) and St. Charles Parish to assist with the development of a Revitalization Plan for the Paul Maillard Road Corridor, LA 52, in the amount of \$65,000.00 is hereby approved.

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

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

- YEAS:** SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
- NAYS:** NONE
- ABSENT:** NONE

And the ordinance was declared adopted this 22nd day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
 SECRETARY: [Signature]
 DLVD/PARISH PRESIDENT: 1-23-13
 APPROVED: _____ DISAPPROVED: _____
 PARISH PRESIDENT: V.J. St. Pierre
 RETD/SECRETARY: 1-23-13
 AT: 5:00 pm RECD BY: [Signature]

AGREEMENT FOR PROFESSIONAL SERVICES
Paul Maillard Road, LA 52, Corridor Revitalization Plan

Be It known that this agreement for professional services ("**Agreement**") has been entered into and is effective as of this ____ day of _____, 2013, by and between

The Parish of St. Charles, PO Box 302, Hahnville, La 70057 ("**Client**"), and

Center for Planning Excellence, Inc., 100 Lafayette Street, Baton Rouge, LA 70801 ("**Consultant**"),

under the following terms and conditions:

Article 1.
INTRODUCTION

1.1 Client desires to conduct a corridor plan on Paul Maillard Road, LA 52.

1.2 At the request of Client, Consultant will assist Client in conducting outreach services and meeting facilitation during the Paul Maillard Corridor Planning effort ("**Services**") to stimulate ideas for area redevelopment and investment, as a first step towards implementing the St. Charles Parish Comprehensive Plan.

1.3 With the support of the Client, Consultant will provide the Services.

1.4 Consultant represents that it has the present capacity and is experienced and qualified to perform the Services as specified in this Agreement.

Article 2.
CONSULTANT'S SERVICES

2.1 Consultant shall complete the Services which will include, without limitation, the tasks and deliverables outlined in Exhibit "A", attached hereto.

2.2 The Services shall be diligently performed by the regular professional and technical staff of Consultant as outlined in Exhibit "B", attached hereto. Consultant's obligations under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of Client.

2.3 Consultant is, for all purposes arising out of this Agreement, an independent contractor, and neither Consultant nor its employees shall be deemed an employee or agent of Client for any purpose, nor shall Consultant and Client be deemed to be joint ventures in any respect.

**Article 3.
AGREEMENT TERM**

The term of this Agreement ("**Term**") shall begin on January 22, 2013 and shall end on January 1, 2015.

**Article 4.
TERMINATION OF AGREEMENT**

4.1 Either Consultant or Client may terminate this Agreement, with or without reason, by providing ten (10) days written notice to the other, which notice shall state the date of termination.

4.2 In the event that Consultant's Services are terminated or if Consultant shall be discharged before all of the Services are performed, Client shall pay to Consultant the payment identified in Article 5 of this Agreement ("**Payment Terms**") based on the fractional amount of work performed by Consultant prior to termination or discharge.

**Article 5.
PAYMENT TERMS**

5.1 For the work that Consultant performs, Client shall pay Consultant Sixty-five Thousand (**\$65,000**) Dollars. The budget is approximated by phase in the Scope of Services. Consultant will invoice on a percent complete basis to be paid by Client within thirty (30) days. This payment represents the expenses Consultant will incur as it performs the services listed above.

5.2 All expenses, charges and fees are included in Services and shall not be reimbursable.

**Article 6.
USE OF CONSULTANT'S DOCUMENTS**

6.1 The documents, plans, studies, analysis, deliverables and other work product prepared by Consultant for the Project are works for hire contracted for pursuant to this Agreement. Client shall be deemed the owner of these documents and other work product and shall be transferred all law, statutory, and other rights including copyright.

6.2 Upon completion of the Services or earlier termination of this Agreement for any reason and payment by Client, Consultant shall deliver all such materials to Client.

**Article 7.
PUBLICATION**

Consultant shall have the right to reference the Project subject to the approval of Client among Consultant's promotional and professional materials. Client shall have the right to reference Consultant's names in its materials related to the Project.

**Article 8.
CLIENT'S RESPONSIBILITIES**

Client shall provide available information regarding its requirements outlined in the Services, including related budgetary information.

**Article 9.
PROFESSIONAL RESPONSIBILITY**

All of the work performed by Consultant shall be performed in accordance with the standard of care, skill and due diligence provided by competent professionals who perform work or services of a similar nature to the Services.

**Article 10.
MISCELLANEOUS PROVISIONS**

10.1 Conflict of Interest. Consultant agrees that no official, officer or employee of Client shall have any personal or beneficial interest whatsoever in the Services.

10.2 Confidentiality. Except as provided by law, Consultant agrees not to divulge or release any information, report, research, analysis or recommendation developed or obtained in connection with the performance of the Services, except to authorized personnel upon the prior written approval of Client.

10.3 Notice. For the purpose of this Agreement, notices, demands and all other communications provided in this Agreement shall be in writing and shall be deemed to have been duly given when delivered or (unless otherwise specified) mailed by United States certified or registered mail, return receipt requested, postage prepared, or by any overnight delivery service providing tracking information and delivery confirmation, addressed as follows:

If to Consultant: Center for Planning Excellence, Inc.
Attn: Ms. Elizabeth "Boo" Thomas
100 Lafayette Street,
Baton Rouge, Louisiana 70801

If to Client: The Parish of St. Charles
V.J. St. Pierre, Jr.
Parish President
P.O. Box 302
Hahnville, La 70057

or to such other address as any party may have furnished to the others in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.

10.4 Governing Law/Venue. The terms and conditions of this Agreement shall be governed by the laws of the State of Louisiana. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement may be brought in East Baton Rouge Parish.

10.5 No Third Party Beneficiaries. It is expressly understood and agreed that the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Client and Consultant, and nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person.

10.6 Time is of the Essence. The parties agree that the performance of the terms, conditions and requirements of this Agreement by Consultant, time is of the essence.

10.7 Severability or Limitation. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way. If any statute or regulation limits fees that may be earned by this type of contract then this Agreement shall be limited to the maximum allowed by any such statute or regulation.

10.8 Assignment. This Agreement shall be not be assignable by Consultant.

10.9 Binding Effect. Client and Consultant respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to this Agreement and to the members, managers, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.

10.10 Amendment. This Agreement may be altered, amended, extended or renewed only by mutual written agreement of the parties.

10.11 Mediation. The parties shall attempt to settle disputes by mediation. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question as arisen.

10.12 Attorney's Fees. If either party commences any legal action or proceeding to enforce, interpret or construe this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees and court costs, as determined by the court. "Legal action or proceeding" includes a declaratory relief action and any bankruptcy or insolvency proceedings.

10.13 Entire Agreement. This Agreement sets forth the entire agreement of the parties in respect of the subject matter contained herein and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any member, manager, officer, employee or representative of any party hereto; and any prior agreement of the parties in respect of the subject matter contained herein is hereby terminated and cancelled.

10.14 Paragraph Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms or provisions hereof.

10.15 Multiple Counterparts. This Agreement may be executed in multiple counterparts and, as so executed, shall constitute one agreement binding on the parties hereto, notwithstanding that both parties have not executed the original or the same counterpart.

10.16 Indemnification. Client hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant, its officers, directors, employees

and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with the performance of the Scope of Work, except to the extent that such claims, liabilities, losses or expenses arise from gross negligence of Consultant in the performance of its duties.

10.17 Release. Client hereby releases Consultant, to the fullest extent permitted by law, from any claims, causes of action, liability or damages resulting from or related to the performance of the Scope of Work by Consultant.

IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this ____ day of _____, 2013.

WITNESSES: **CENTER FOR PLANNING EXCELLENCE, INC.**

Print Name: _____

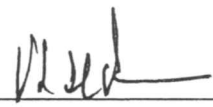
Elizabeth "Boo" Thomas
President

Print Name: _____


IN WITNESS WHEREOF, the following party and witnesses hereto have executed this Agreement as of this 23rd day of January, 2013.

WITNESSES: **The Parish of St. Charles**


Print Name: Anetra Coleman



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


Print Name: Tiffany K. Clark

2013-0009

INTRODUCED BY: TERRELL D. WILSON, COUNCILMAN, DISTRICT I

ORDINANCE NO. 13-1-12

An ordinance of the Parish of St. Charles providing that the Code of Ordinances, Parish of St. Charles, be amended by revising Section 15-5, Motor Vehicles and Traffic, of said Code, to provide for the installation of **"No Overnight Parking"** signs on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

WHEREAS, Traffic control signs have been posted by the Department of Public Works since the adoption of Ordinance No. 82-10-9.

WHEREAS, In accordance with Section 15-5, Motor Vehicles and Traffic, of the St. Charles Parish Code of Ordinances, the Department of Public Works is hereby authorized to order the erection, removal and location of such traffic control signs, signals, devices and markings as provided in the chapter or any amendments thereto.

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, DO HEREBY ORDAIN that **"No Overnight Parking"** signs shall be installed on Avalon Place, Tristan Lane, Kaylee Drive, Meredith Place, and Laklynn Lane in Avalon Subdivision in Hahnville.

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

YEAS: FAUCHEUX, WILSON, BENEDETTO, COCHRAN, FLETCHER,
FISHER-PERRIER
NAYS: SCHEXNAYDRE, HOGAN
ABSENT: NONE

And the ordinance was declared adopted this 22nd day of January, 2013 to become effective five (5) days after publication in the Official Journal.

No Overnight Parking on several streets in Avalon Subdivision, Hahnville

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 1-23-13
APPROVED: DISAPPROVED:
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 1-23-13
AT: 3:00 pm RECD BY: [Signature]

2013-0013

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

RESOLUTION NO. 5968

A resolution supporting the application for funding of the West Bank B Plant Clarifier Refurbishment project through the Louisiana Office of Community Development's FY 2012-2013 Community Water Enrichment Fund.

WHEREAS, in the 2012 Regular Legislative Session, House Bill 2 included \$10 million for a Community Water Enrichment Fund for local governments; and,

WHEREAS, the amount available to each parish will be \$151,698 for this current fiscal year; and,

WHEREAS, the clarifier located at the Waterworks West Bank B Plant serves both the East and West Banks of St. Charles Parish and is in need of refurbishment to ensure the high standard of water quality is maintained; and,

WHEREAS, sandblasting and repainting of all steel appurtenances and resurfacing of concrete will assure that the two million gallon per day clarifier continues to operate efficiently and allow the Parish to continue to provide premium water to the residents of St. Charles Parish; and,

WHEREAS, the Department of Waterworks is in need of additional funding for said project; and,

WHEREAS, the Parish President and the Department of Waterworks requests the Council's support for the application to have this recommended improvement funded through the Louisiana Office of Community Development's FY 2012-2013 Community Water Enrichment Fund.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and support the application for funding of the West Bank B Plant Clarifier Refurbishment project through the Louisiana Office of Community Development's FY 2012-2013 Community Water Enrichment Fund.

BE IT FURTHER RESOLVED, that the Parish President is hereby authorized to execute any and all documents necessary on behalf of St. Charles Parish in regards to said application.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 22nd day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wesley Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 1-23-13
APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 1-23-13
AT: 1:45 pm RECD BY: [Signature]

2013-0014

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

RESOLUTION NO. 5969

A resolution providing mandatory supporting authorization to endorse the resubdivision of Lot ADV-19 into Lots ADV-19-A, ADV-19-B, ADV-19-C and ADV-19-D located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA. Zoning District C-2. Council District 7 with a requested waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all side lot lines shall be at right angles to straight street lines, as requested by the Louisiana Department of Transportation and Development.

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the frontage width for all lots; and,

WHEREAS, the proposed Lot ADV-19-C will have 40.26 feet of frontage and thus not meet the minimum 60 feet; and,

WHEREAS, the St. Charles Parish Subdivision Ordinance of 1981 (as amended) requires a supporting resolution of the Parish Council to waive the requirements that all lot side lines shall be at right angles to straight street lines; and,

WHEREAS, all proposed lots contain side lot lines that will not be at right angles to US 90; and,

WHEREAS, the St. Charles Parish Planning & Zoning Commission approved positive recommendation of said waivers in case number PZS-2012-31.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, does hereby provide this supporting resolution for PZS-2012-31, Resubdivision of Lot ADV-19 into Lots ADV-19-A, ADV-19-B, ADV-19-C and ADV-19-D, located in Section 46, T13S R21E, between 12237 and 12287 Hwy. 90, Luling, St. Charles Parish, LA, with a waiver of the frontage requirement for Lot ADV-19-C from 60 feet to 40.26 feet and a waiver to the requirements that all side lot lines be at right angles to straight street lines, as requested by the Louisiana Department of Transportation and Development.

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

YEAS: SCHEXNAYDRE, FAUCHEUX, WILSON, BENEDETTO, HOGAN, COCHRAN, FLETCHER, FISHER-PERRIER
NAYS: NONE
ABSENT: NONE

And the resolution was declared adopted this 22nd day of January, 2013, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Wendy Benedetto
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: 1-23-13
APPROVED: [Signature] DISAPPROVED: _____
PARISH PRESIDENT: [Signature]
RETD/SECRETARY: 1-23-13
AT: 3:00 pm RECD BY: [Signature]

2013-0017

INTRODUCED BY: ST. CHARLES PARISH COUNCIL

RESOLUTION NO. 5970

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, February 5, 2013, 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, FISHER-PERRIER

NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 22nd day of January, 2013, to become effective five (5) days after publication in the Official Journal.

SuperBingo-St. John Catholic Church 2013 Feb

CHAIRMAN: Wendy Benedetto

SECRETARY: [Signature]

DLVD/PARISH PRESIDENT: 1-23-13

APPROVED: DISAPPROVED:

PARISH PRESIDENT: [Signature]

RETD/SECRETARY: 1-23-13

AT: 3:00 pm RECD BY: [Signature]