

St. Charles Parish

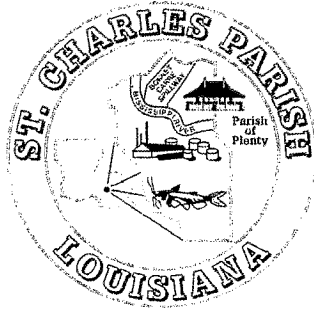
Meeting Agenda

Monday, June 3, 2024

6:00 PM

Council Chambers, Courthouse

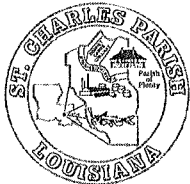
Final



St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
www.stcharlesparish.gov

Parish Council

***Council Chairman Bob Fisher
Councilmembers Michael A. Mobley, Holly Fonseca,
La Sandra D. Wilson, Heather Skiba, Walter Pilié,
Willie Comardelle, Michelle O'Daniels, Michele deBruler***



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CALL TO ORDER

PRAYER / PLEDGE

*Pastor Chris Housewright
Grace Point Church, Destrehan*

APPROVAL OF MINUTES

Regular Meeting – May 20, 2024

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

- 1 2024-0196 Proclamation: "World Elder Abuse Awareness Day"
 Sponsors: Mr. Jewell
- 2 2024-0197 Proclamation: "Juneteenth National Independence Day in St. Charles
 Parish"
 Sponsors: Ms. Wilson
- 3 2024-0198 Proclamation: "Alzheimer's and Brain Awareness Month"
 Sponsors: Ms. Fonseca

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

- 2024-0199 Department of Emergency Preparedness and Hurricane Preparedness

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING**Monday, June 17, 2024, 6:00 pm, Council Chambers, Courthouse, Hahnville**

- 4 2024-0167 An ordinance approving and authorizing the execution of a Professional Services Agreement with Royal Engineers & Consultants, LLC, to create the St. Charles Parish Coastal Restoration Strategy (Parish Project No. N/A), in the not to exceed amount of \$250,000.00.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Legislative History

5/6/24	Parish President	Introduced
5/6/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council
5/20/24	Parish Council	Public Hearing Requirements Satisfied
	Chairman Fisher stated that Administration requested that File No. 2024-0167 be postponed indefinitely.	
5/20/24	Parish Council	Postponed Indefinitely
5/20/24	Parish Council	Postponed Indefinitely

PLANNING AND ZONING PETITIONS

- 26 2024-0186 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-2 on Lot 17, Block K, Magnolia Ridge Park Subdivision, Boutte as requested by Ladadriel Eastman.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Legislative History

4/2/24	Department of Planning & Zoning	Received/Assigned PH
5/2/24	Department of Planning & Zoning	Recommended Denial to the Planning Commission
5/2/24	Planning Commission	Recommended Denial to the Parish Council
5/20/24	Parish President	Introduced
5/20/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

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

- 39 2024-0181 An ordinance to provide for the installation of “**ALL-WAY STOP**” signs at the intersection of Ellington Avenue and 3rd Street, in Ellington Addition to the Town of Luling, Being a Subdivision of a Portion of Ellington Plantation.
- Sponsors: Ms. Skiba
- Legislative History
- | | | |
|---------|-------------------|--|
| 5/20/24 | Council Member(s) | Introduced |
| 5/20/24 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 40 2024-0182 An ordinance approving an Act of Amendment changing the name of the subdivision dedicated as Heather Oaks Phase 2 to The Reserve at Heather Oaks.
- Sponsors: Mr. Jewell and Department of Planning & Zoning
- Legislative History
- | | | |
|---------|------------------|--|
| 5/20/24 | Parish President | Introduced |
| 5/20/24 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 45 2024-0183 An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the Rathborne Park Development Restroom Facility (Project No. RECRR2023), to increase the contract time by 32 days.
- Sponsors: Mr. Jewell and Department of Parks and Recreation
- Legislative History
- | | | |
|---------|------------------|--|
| 5/20/24 | Parish President | Introduced |
| 5/20/24 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 54 2024-0187 An ordinance approving and authorizing the execution of a Joint Use Agreement with the Louisiana Department of Transportation and Development to allow for the construction of the Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), formerly Rue La Cannes Road Extension, and a dog park to be constructed in the future.
- Sponsors: Mr. Jewell and Department of Public Works
- Legislative History
- | | | |
|---------|------------------|--|
| 5/20/24 | Parish President | Introduced |
| 5/20/24 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |

- 67 2024-0188 An ordinance approving and authorizing the execution of Change Order No. 1 for the Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202), to increase the contract amount by \$166,603.23.

Sponsors: Mr. Jewell and Department of Public Works

Legislative History

5/20/24	Parish President	Introduced
5/20/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 77 2024-0189 An ordinance to amend the 2024 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$37,059,418, an addition of accumulated fund balance of \$48,402,463 and expenditures, including transfers, totaling \$76,373,931 for all Governmental Funds for the purpose of adjusting beginning 2024 fund balances across all funds to match ending 2023 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2023 for Parish projects that were not completed during 2023 and apply them to 2024.

Sponsors: Mr. Jewell and Department of Finance

Legislative History

5/20/24	Parish President	Introduced
5/20/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 80 2024-0190 An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Blaine Guillot Private Chef, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Legislative History

5/20/24	Parish President	Introduced
5/20/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 89 2024-0191 An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Bluebird Boards & More, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Legislative History

5/20/24	Parish President	Introduced
5/20/24	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

- 98** 2024-0192 An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Daretta's Catering, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center.
- Sponsors:** Mr. Jewell and Department of Parks and Recreation
- Legislative History**
- | | | |
|---------|------------------|--|
| 5/20/24 | Parish President | Introduced |
| 5/20/24 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 107** 2024-0193 An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Jae Flem Catering Services, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center.
- Sponsors:** Mr. Jewell and Department of Parks and Recreation
- Legislative History**
- | | | |
|---------|------------------|--|
| 5/20/24 | Parish President | Introduced |
| 5/20/24 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 116** 2024-0194 An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Shenell's Seafood, LLC., to provide Professional Catering Services at the Edward A. Dufresne Community Center.
- Sponsors:** Mr. Jewell and Department of Parks and Recreation
- Legislative History**
- | | | |
|---------|------------------|--|
| 5/20/24 | Parish President | Introduced |
| 5/20/24 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |
- 125** 2024-0195 An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 21-10-2 which approved the Professional Services Agreement with Richard C. Lambert Consultants, L.L.C., for engineering services for the Barber Road Bank Stabilization (Project No. P210702). The amendment moves remaining Resident Inspection fees to Construction Management fees in the amount of \$24,630.75.
- Sponsors:** Mr. Jewell and Department of Public Works
- Legislative History**
- | | | |
|---------|------------------|--|
| 5/20/24 | Parish President | Introduced |
| 5/20/24 | Parish Council | Publish/Scheduled for Public Hearing to the Parish Council |

RESOLUTIONS

- 130 2024-0200 A resolution authorizing the St. Charles Parish President to send certification to GOHSEP waiving any land use regulations relative to permitting for temporary housing and shelter assistance during declared emergencies.

Sponsors: Mr. Jewell

APPOINTMENTS

- 131 2024-0180 A resolution appointing an Ad-Hoc member, with a health professional background, to the Board of Directors for the Arc of St. Charles.

Council Chairman will accept nominations to the Board of Directors of the Arc of St. Charles, Ad Hoc member with a health professional background to fill the vacancy caused by the expiration of the term of Dr. Jeffrey S. Kuo, M.D.. Two (2) year term to begin July 1, 2024 and expire June 30, 2026. [Dr. Kuo has served two consecutive terms and cannot be re-appointed according to Arc of St. Charles By-Laws; however, on May 13, 2024, the Arc Board Members approved for any 2023-2024 Board Members whose term of office is due to expire June 30, 2024, be extended for up to one, additional two (2) year term.]

Legislative History

6/20/22	Parish Council	Enacted Legislation
	Dr. Jeffrey S. Kuo, M.D. appointed to the Board of Directors of the Arc of St. Charles, Ad-Hoc member with a health professional background, on June 20, 2022, per Resolution No. 6646	
	Term: July 1, 2022 - June 30, 2024	
5/14/24	Parish Council	Correspondence Received
	from Mr. Dale Seal, Secretary, Arc of St. Charles Board of Directors, the Board approved a motion by all of the voting Arc Board Members present at the May 13, 2024 meeting, regarding Dr. Jeffrey Kuo, whose term of office is due to expire June 30, 2024, term has been extended for up to one additional two (2) year term, beginning July 1, 2024 through June 30, 2026.	
5/20/24	Parish Council	Vacancy Announced

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

LAFOURCHE BASIN LEVEE DISTRICT: Wednesday, 6/5/24, 6PM, Lafourche Basin Levee District Office, 21380 Highway 20, Vacherie
PLANNING & ZONING COMMISSION: Thursday, 6/6/24, 6PM, Council Chambers
COMMUNICATIONS DISTRICT (911): Monday, 6/10/24, 5PM, Council Chambers
CIVIL SERVICE BOARD: Tuesday, 6/11/24, 6:30PM, Council Chambers
COMMUNITY ACTION ADVISORY BOARD: Wednesday, 6/12/24, 5PM, Council Chambers
PONTCHARTRAIN LEVEE DISTRICT: Monday, 6/17/24, 6PM, Pontchartrain Levee District Headquarters Complex, 2069 Railroad Avenue, Litcher
ST. CHARLES PARISH COUNCIL: Monday, 6/17/24, 6PM, Council Chambers

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

- 132** 2024-0184 A resolution appointing an Official Journal to serve the Parish Council of St. Charles Parish for the period June 2024 through June 2025.

Legislative History

5/20/24	Parish Council	Authorized
5/20/24	Parish Council	Authorized
5/20/24	Parish Council	Authorized

- 140** 2024-0201 Calendar of Official Action for the 2025 Budget: Set Public Hearing Dates

Sponsors: Mr. Jewell and Department of Finance

Accommodations for Disabled

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

2024-0196

PROCLAMATION

WHEREAS, older adults deserve to be treated with respect and dignity to enable them to serve as leaders, mentors, volunteers, and vital participating members of our communities; and,
WHEREAS, in 2006, the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and,
WHEREAS, The National Center on Elder Abuse (NCEA) and St. Charles Parish recognize the importance of taking action to raise awareness, prevent, and address elder abuse; and,
WHEREAS, as our population lives longer, we are presented with an opportunity to think about our collective needs and future as a nation. Ageism and social isolation are major causes of elder abuse in the United States. Recognizing that it is up to all of us, to ensure that proper social structures exist so people can retain community and societal connections, reducing the likelihood of abuse; and,
WHEREAS, preventing abuse of older adults through maintaining and improving social supports like senior centers, human services, and transportation will allow everyone to continue to live as independently as possible and contribute to the life and vibrancy of our communities.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 15, 2024, AS

“WORLD ELDER ABUSE AWARENESS DAY”

IN ST. CHARLES PARISH AND ENCOURAGE ALL OF OUR COMMUNITIES TO RECOGNIZE AND CELEBRATE OLDER ADULTS AND THEIR ONGOING CONTRIBUTIONS TO THE SUCCESS AND VITALITY OF OUR COUNTRY.

MATTHEW JEWELL
PARISH PRESIDENT

WALTER PILIÉ
COUNCILMAN, DISTRICT III

MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

MICHELLE O’DANIELS
COUNCILWOMAN, DISTRICT V

LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

BOB FISHER
COUNCILMAN, DISTRICT VI

HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

2024-0197

PROCLAMATION

WHEREAS, Juneteenth National Independence Day, also known as Juneteenth, is a historic day that marks the emancipation of enslaved African Americans in the United States; and,

WHEREAS, Juneteenth is celebrated on June 19th, the date in 1865 when Union General Gordon Granger arrived in Galveston, Texas, and announced the end of the Civil War and the abolition of slavery, two and a half years after President Abraham Lincoln issued the Emancipation Proclamation; and,

WHEREAS, Juneteenth is a day to honor and celebrate the strength, resilience, and enduring spirit of African Americans, recognizing their significant contributions to the cultural, social, and economic fabric of our community and our nation; and,

WHEREAS, the observance of Juneteenth provides an opportunity for reflection, education, and a renewed commitment to achieving equity, justice, and equality for all people; and,

WHEREAS, St. Charles Parish is dedicated to fostering an inclusive community that values diversity and the principles of freedom and equality for which Juneteenth stands.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 19, 2024 AS

"JUNETEENTH NATIONAL INDEPENDENCE DAY
IN ST. CHARLES PARISH"

AND ENCOURAGE ALL RESIDENTS TO JOIN IN THE COMMEMORATION OF THIS IMPORTANT HISTORICAL EVENT BY PARTICIPATING IN EDUCATIONAL ACTIVITIES, CULTURAL EVENTS, AND OTHER COMMUNITY CELEBRATIONS THAT HONOR THE LEGACY AND CONTRIBUTIONS OF AFRICAN AMERICANS.

MATTHEW JEWELL PARISH PRESIDENT	WALTER PILIÉ COUNCILMAN, DISTRICT III
MICHAEL A. MOBLEY COUNCILMAN AT LARGE, DIV. A	WILLIE COMARDELLE COUNCILMAN, DISTRICT IV
HOLLY FONSECA COUNCILWOMAN AT LARGE, DIV. B	MICHELLE O'DANIELS COUNCILWOMAN, DISTRICT V
LA SANDRA D. WILSON COUNCILWOMAN, DISTRICT I	BOB FISHER COUNCILMAN, DISTRICT VI
HEATHER SKIBA COUNCILWOMAN, DISTRICT II	MICHELE DEBRULER COUNCILWOMAN, DISTRICT VII

2024-0198

PROCLAMATION

WHEREAS, Alzheimer’s disease is a type of brain disease that causes damage to nerve cells in the brain. It is the most common cause of dementia, a general term for memory loss and other cognitive abilities serious enough to interfere with daily life; and,

WHEREAS, Alzheimer’s is a progressive disease, where dementia symptoms gradually worsen over a number of years. In its early stages, memory loss is mild, but in the late stage, individuals lose the ability to carry on a conversation and respond to their environment; and,

WHEREAS, Alzheimer’s is currently ranked as the sixth leading cause of death in the United States. Approximately 6.5 million Americans are living with Alzheimer’s and by the year 2050, this number could rise to as high as 13 million; and,

WHEREAS, with early detection and diagnosis, individuals and their families can gain access to treatment medications which may help preserve daily functioning for some time, they can enroll in critical research trials, fully participate in planning for the future, and receive help and support from the Alzheimer’s Association; and,

WHEREAS, there is a need to raise awareness about Alzheimer’s disease and to honor all the caregivers who support and care for loved ones suffering with it.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THE MONTH OF JUNE 2024 AS

“ALZHEIMER’S AND BRAIN AWARENESS MONTH”

IN ST. CHARLES PARISH AND ENCOURAGE ALL CITIZENS TO TAKE PART IN THE LONGEST DAY® CAMPAIGN, THURSDAY, JUNE 20, 2024, BY TAKING THE PLEDGE BY PARTICIPATING THROUGH A FUNDRAISER ACTIVITY OF THEIR CHOICE BY EITHER PARTICIPATING AT HOME, ONLINE, OR IN-PERSON TO SHOW SUPPORT FOR THOSE WHO HAVE BEEN AFFECTED BY ALZHEIMER’S DISEASE.

MATTHEW JEWELL
PARISH PRESIDENT

WALTER PILIÉ
COUNCILMAN, DISTRICT III

MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

WILLIE COMARDELLE
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COUNCILWOMAN, DISTRICT I

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COUNCILMAN, DISTRICT VI

HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

2024-0167

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Services Agreement with Royal Engineers & Consultants, LLC, to create the St. Charles Parish Coastal Restoration Strategy (Parish Project No. N/A), in the not to exceed amount of \$250,000.00.

WHEREAS, in an effort to put St. Charles Parish in the best position possible as it relates to future funding of Natural Resource Restoration Projects a Parish Coastal Restoration Strategy needs to be developed; and,

WHEREAS, a Coastal Restoration Program Strategy that aligns with the Coastal Master Plan and other appropriate restoration plans and programs, including those associated with the RESTORE Act and the Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA), that will maximize the Parish's ability to advance their coastal restoration efforts; and,

WHEREAS, the Parish desires to enter into an agreement with Royal Engineers & Consultants, LLC, to identify and prioritize coastal restoration projects and develop strategies to maximize and leverage available funding sources (e.g., state surplus, capital outlay, federal grants) to implement those projects; and,

WHEREAS, the attached Professional Service Agreement between St. Charles Parish and Royal Engineers & Consultants, LLC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Royal Engineers & Consultants, LLC, to create the St. Charles Parish Coastal Restoration Strategy (Parish Project No. N/A), in the not to exceed amount of \$250,000.00, is hereby authorized and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the _____ day of _____, 2024 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and Royal Engineers & Consultants, LLC, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for St. Charles Parish Coastal Restoration Strategy Project No. N/A as described in Ordinance No. _____ which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

The Owner agrees to employ the Consultant and the Consultant agrees to perform professional services required for the project described above. Consultant will conform to the requirements of the Owner and to the standards of the agencies participating with the Owner in the Project. The Consultant will coordinate all work between the Owner and all participating agencies and regulating agencies, if needed. Written authorization to begin different phases of the project will be given to the Consultant by the Owner, including Conceptual, Preliminary Design, Final Design, Bidding Assistance and Construction and Services. The Owner may terminate the Contract by written notification and without cause per Section 11.0 during any phase of the project.

The Consultant shall at all times during this Agreement maintain a valid Louisiana Consulting License and any other applicable licenses necessary for performance of the Project.

All work shall be under the direction of the Owner, and all plans, specifications, etc. shall be submitted to the Owner and all approvals and administration of this contract shall be through the Owner.

2.0 PROJECT

- 2.1 The Owner hereby contracts with the CONSULTANT to perform all necessary professional services in connection with the project as defined as follows:

St. Charles Parish Coastal Restoration Strategy
Parish Project No. N/A

- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.

- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

- 3.1 Consultant shall provide Owner professional work and services in all phases of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Consultant. These services may include but may not be limited to serving as Owner's professional consulting representative for the Project, providing professional consultation and advice, and furnishing customary civil, surveying, geotechnical, structural, mechanical, electrical, instrumentation and control consulting services and construction consulting and inspection.
- 3.2 Services provided by the Consultant shall be performed in accordance with generally accepted professional consulting practice at the time and the place where the services are rendered.
- 3.3 Consultant shall obtain from Owner authorization to proceed in writing for each phase of the Project.
- 3.4 Consultant shall provide minutes of all meetings with St. Charles Parish regarding any phase of the Project.
- 3.5 Consultant shall provide work and services to complete the project, including all necessary services described herein or usually implied as a prerequisite for the performance of the services whether or not specifically mentioned in this agreement, including attendance by the Consultant at project conferences and public hearings.
- 3.6 The Phases of the Project, if applicable, are as defined in Attachment "A".

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.

- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

The Consultant shall provide, when requested in writing by the Owner, supplementary services not included in the basic work and services.

The compensation to the Consultant for the supplemental services, when performed by the Consultant, shall be in the form of a lump sum, billable hours, or “not to exceed” hourly rate which is mutually agreeable to the Owner and the Consultant in writing.

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey
- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

The Owner shall notify the Consultant in writing to undertake the services stated in this Agreement, and the Consultant shall commence the services within ten (10) days after receipt of such notification.

If the Owner desires to divide the Project into various parts, a Notice to Proceed shall be issued for each part, and the Owner and the Consultant shall mutually agree upon the period of time within which services for each part of the Project shall be performed.

The Consultant will be given time extensions for delays beyond their control or for those caused by tardy approvals of work in progress by various official agencies, but no additional compensation shall be allowed for such delays.

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
 - a. A copy of the Owner's written authorization to perform the service.

- b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

The construction budget for this Project shall be determined by the Owner, and the Consultant shall be advised of the budget limitation in writing by the Owner and the Consultant shall indicate his acceptance of same in writing to the Owner. Any subsequent budget revisions shall be confirmed in writing.

If, at the completion of the Preliminary or Design Phase, the Consultant does not concur with the construction budget, he shall so notify the Owner, and the Consultant and Owner shall mutually agree on a revised construction budget prior to any work on the Design Phase.

If no bid is received within the budget limitation and a redesign of the project is required by the Owner, such redesign shall be accomplished by the Consultant at no additional cost to the Owner, provided, however, if the receipt of bids are, for any reason, delayed beyond a period of six (6) months from the date of the completion of the Design Phase the amount stated as the construction budget shall be adjusted, immediately prior to the time bids are received, by use of a construction cost index acceptable to both parties of this agreement.

10.0 FUNDS

No work shall be authorized until funds are established for each individual task.

11.0 TERMINATION OR SUSPENSION

- 11.1 This Agreement may be terminated for any reason by either party upon thirty (30) days written notice.
- 11.2 The Consultant, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 11.3 The Consultant shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 11.4 The Owner shall then pay the Consultant promptly that portion of the prescribed fee to which both parties agree.
- 11.5 Consultant fully acknowledges that no payment will be made for any work performed or expenses incurred after receipt of the termination by either party unless mutually agreed upon in writing.
- 11.6 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures and breach of this contractual agreement by Consultant.
- 11.7 This agreement shall automatically terminate upon satisfactory completion of all services and obligations described herein or three (3) years from the date of its execution, whichever event occurs first.

12.0 INSURANCE

- 12.1 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 unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The CONSULTANT shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.

- 12.4 CONSULTANT shall include all subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subconsultants shall be subject to all the requirements stated herein.
- 12.5 CONSULTANT shall secure and maintain at its expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000.00 each person: \$1,000,000.00 each occurrence. Property Damage Liability \$1,000,000.00 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

- 14.1 Consultant warrants that it will perform its design services with the degree of skill and to the standard of care required of the consulting profession to meet all Federal, State and Local requirements.
- 14.2 Consulting Services for project designed by Consultant does not meet those requirements noted herein above, then to the extent that this occurs as a direct result of Consultant's failure to meet the standard of care in its design services, Consultant will indemnify the Parish for Consultant's share of the costs incurred to bring Consulting Services for project to the limitations mandated.
- 14.3 The obligations expressed in Section 14 above in no way limit the Consultant's obligations expressed elsewhere in this Contract.

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with all federal and state laws, including those identified in Attachment “D”.

17.0 OTHER

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

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

WITNESSES:

ST. CHARLES PARISH

By: Matthew Jewell, Parish President

Date:

WITNESSES:

ROYAL ENGINEERS & CONSULTANTS, LLC

By: Michael L. Pugh, President

Date:

ATTACHMENT “A”

St. Charles Parish Coastal Restoration Strategy Parish Project No. N/A

Project Scope:

CONSULTANT shall perform the scope of services described in the following paragraphs.

The purpose of this project is to develop a SCPG Coastal Restoration Program Strategy that aligns with the Coastal Master Plan and other appropriate restoration plans and programs, including those associated with the RESTORE Act and the Coastal Wetlands Planning, Protection, and Restoration Act (CWPPRA), in ways that maximize the parish's ability to advance their coastal restoration efforts. This strategy will set the stage for inclusion of large-scale projects in St. Charles Parish in future Coastal Master Plans. Royal Engineers & Consultants, LLC, (Royal) proposes to provide professional services to SCPG to identify and prioritize coastal restoration projects and develop strategies to maximize and leverage available funding sources (e.g., state surplus, capital outlay, federal grants) to implement those projects. This will be accomplished by collaborating with relevant SCPG staff and stakeholders to identify priority projects, develop project details (scope, schedule, cost), and ensure alignment with existing federal, state, and local projects and restoration plans.

Royal will review existing SCPG coastal restoration documents, the CPRA 2023 Coastal Master Plan, the CPRA Fiscal Year 2024 Annual Plan, and other relevant reports and documents that impact coastal restoration efforts in St. Charles Parish. The project team will gather input from SCPG staff and other relevant stakeholders such as local levee districts, state agencies, and large landowners on priority projects in St. Charles Parish that are consistent with the 2023 Coastal Master Plan and other local, state, and federal planning/implementation/funding programs. The team will also work with SCPG to host one public meeting to receive input on priority projects. Document review combined with staff and stakeholder engagement will be used to establish the existing state of knowledge regarding coastal land loss issues the parish is facing and coastal restoration activities that have been considered to date.

Royal will vet the priority projects with potential funders (e.g., CPRA, Legislators, etc.) to ensure that the projects are consistent with coastal plans and restoration programs, responsive to current needs, and are viable candidates to receive state or federal funding for full engineering and design and construction.

Once up to 10 priority projects have been agreed upon, the project team will develop project attributes (scope, schedule, cost) and ensure alignment with other projects such as CPRA Coastal Master Plan projects. The following are the specific items that will be developed:

- Narrative regarding the need for, purpose, and objectives of each priority project;
- Conceptual design for each priority project and map illustrating the project features;
- Preliminary outline of project benefits (including an estimate of the impacted areas);
- Preliminary project budget and schedule (including milestones);
- Outline of anticipated permitting requirements, potential risks (operational, regulatory, ecological, legal, etc.), and potential mitigation measures associated with each proposed project;
- Explanation of how each project is consistent with the 2023 CPRA Coastal Master Plan and other proposed and/or ongoing projects in the region.

Royal will utilize the information developed above to draft the SCPG Coastal Restoration Strategy. Subsequently, Royal will prepare a Funding Strategy for SCPG that addresses funding on a programmatic and project level. The main goal will be to enhance the parish's ability to leverage its funding sources to access existing state and federal funding and achieve tangible progress on implementing the Coastal Restoration Strategy.

Deliverables: Stakeholder meeting documentation, Coastal Restoration Strategy document, and Funding Source Analysis document.

ATTACHMENT “B”

St. Charles Parish Coastal Restoration Strategy
Parish Project No. N/A

Project Schedule:

The tasks as scoped are targeted for completion within 12 months of the Notice to Proceed. This schedule could be extended due to circumstances outside of Royal’s control, including but not limited to delays in stakeholder coordination.

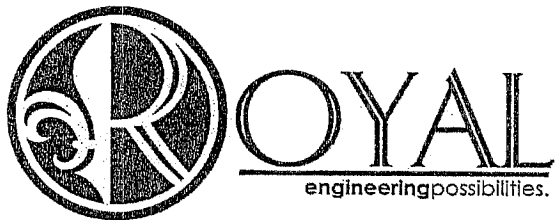
ATTACHMENT "C"

St. Charles Parish Coastal Restoration Strategy
Parish Project No. N/A

Project Cost:

OWNER shall pay CONSULTANT for tasks outlined in the services set forth in Attachment A on a not-to-exceed basis for the amount of \$250,000.00 that is to be billed monthly on a percent complete basis.

- a. CONSULTANT's Standard Hourly Rates are attached to this Agreement at Attachment C-1.
- b. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each level of CONSULTANT's employees times Standard Hourly Rates for each applicable level class.



ATTACHMENT C-1

NEW ORLEANS
1501 Religious St.
New Orleans, LA 70130
(P) 504-283-9400
(F) 504-283-9001

FY 2023 - 2024 STANDARD HOURLY RATES

	Personnel	Code	Rate
BATON ROUGE 14635 S. Harrell's Ferry Rd. Suite 4B Baton Rouge, LA 70816 (P) 225-751-4643 (F) 225-448-3480	Principal Level		
	Engineer	PE	\$270.00
	Professional	PP	\$260.00
	Senior Level		
	Engineer	SE	\$215.00
	Professional	SP	\$210.00
	Project Manager	SPM	\$205.00
	Construction Manager	SCM	\$205.00
	Architect	SA	\$205.00
	Inspector	SI	\$125.00
LAFAYETTE 1231 Camellia Blvd. Lafayette, LA 70508 (P) 337-456-5351 (F) 337-456-5356	Lead Level		
	Engineer	LE	\$175.00
	Professional	LP	\$170.00
	Project Manager	LPM	\$170.00
	Construction Manager	LCM	\$135.00
	Architect	LA	\$170.00
	Technician	LT	\$125.00
	Inspector	LI	\$110.00
	Administrator	LAD	\$105.00
	Associate Level		
	Engineer Intern	AE	\$130.00
	Professional	AP	\$130.00
	Construction Manager	ACM	\$115.00
	Architect	AA	\$130.00
	Technician	AT	\$100.00
	Inspector	AI	\$90.00
	Administrator	AC	\$80.00
	Royal Vue		
	Platform Architect	PAR	\$225.00
	Platform Consultant	PC	\$190.00
	Platform Analyst	PAN	\$125.00
	Expert Witness		
	Expert Witness	EW	\$375.00

EXPENSE SCHEDULE

<u>Services & Materials</u>	<u>Rate</u>
Blueprints (24 x 36)	\$1.75/sheet
Blueprints (36 x 48)	\$2.50/sheet
Mileage (2 WD)	Federal Rate
Mileage (4 WD)	Federal Rate
Supply/Work Truck	\$255.00/day
Photocopies (Black & White)	\$0.15/each
Photocopies (Color)	\$0.35/each

Additional Expenses

Additional expenses will be billed at cost. Typical additional expenses include, but are not limited to, out of town travel made on behalf of the Client, permitting fees, aerial reconnaissance, and special project related materials that are not kept in stock.

Outside Services

Outside services, subconsultants, or subcontractor fees will be administered at cost. Typical outside services include, but are not limited to, landscape architectural services, special traffic studies, electrical engineering, and geotechnical engineering, etc.

**ATTACHMENT “D”
COMPLIANCE WITH FEDERAL AND STATE LAWS**

St. Charles Parish Coastal Restoration Strategy
Parish Project No. N/A

2 CFR Part 200 - PROVISIONS FOR FEMA PUBLIC ASSISTANCE FUNDING - Since this contract may be eligible for FEMA reimbursement, the following provisions may be applicable to this bid solicitation and subsequent Contract.

EQUAL EMPLOYMENT OPPORTUNITY (2 CFR 200 Appendix II(C)) – Applies to all construction contracts - *"During the performance of this contract, the CONSULTANT agrees as follows:* The CONSULTANT will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. CONSULTANTs are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

COMPLIANCE WITH REPORTING REQUIREMENTS (2 CFR 200.327-.329) – Applies to all contracts - In the event of a declared emergency, CONSULTANTs are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. CONSULTANT shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

BYRD ANTI-LOBBYING AMENDMENT (2 CFR 200 Appendix II (I)) – Applies to all contracts - CONSULTANT that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

ACCESS TO RECORDS (2 CFR 200.336) – Applies to all contracts - The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONSULTANT 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 CONSULTANT and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee’s final expenditure report.

RETENTION OF RECORDS (2 CFR 200.333) – Applies to all contracts - In the event of a declared emergency, CONSULTANT shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

ENERGY EFFICIENCY – Appendix II(H) – Applies to all contracts - CONSULTANT agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

PROHIBITIONS OF AWARDS TO DEBARRED AND SUSPENDED PARTIES (2 CFR 200 Appendix II (I)) – Applies to all contracts - The CONSULTANT represents and warrants that it and its SubCONSULTANTS are not debarred, suspended, or placed in ineligibility status under the provisions of the provisions of E.O.s 12549 and 12689. To ascertain whether a CONSULTANT or SubCONSULTANT has been excluded from participating in a contract or subcontract receiving Federal financial assistance, a search of the Excluded Parties List System can be conducted using the System for Award Management provided by the General Services Administration at <https://www.sam.gov>.

The CONSULTANT must notify the Owner in the event of it and its SubCONSULTANTS being debarred, suspended, or declared ineligible by any department or agency of the Federal Government, or upon receipt of a notice of a proposed debarment or suspension, either prior to or after execution of a contract.

Upon notice of debarment, suspension, or declaration of ineligibility, the CONSULTANT and/or its SubCONSULTANTS is/are ineligible to enter into contracts with the Owner, any department, or agency of the Federal Government. The Owner reserves the right to review cause for said debarment, suspension, or declaration of ineligibility, and to terminate this contract according to the terms of this section.

PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200 Appendix II (J) See 200.322) – Applies to all contracts - The CONSULTANT and its SubCONSULTANTS will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the CONSULTANT purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

BONDING REQUIREMENTS (2 CFR 200.325) – Applies to all construction or facilities improvement contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) – Bonding requirements include:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

- b) A performance bond on the part of the CONSULTANT for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the CONSULTANT’s obligations under such contract.
- c) A payment bond on the part of the CONSULTANT for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

COPELAND “ANTI-KICKBACK” ACT (2 CFR 200 Appendix II (D)) – Applies to all construction or repair contracts in excess of \$2,000.00 - Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The CONSULTANT shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the subCONSULTANTS with such regulations, and shall be responsible for the submission of affidavits required of subCONSULTANTS thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

TERMINATION FOR CAUSE AND CONVENIENCE (2 CFR 200 Appendix II(B)) – Applies to all contracts in excess of \$10,000.00 - If, through any cause, the CONSULTANT shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the CONSULTANT 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 CONSULTANT 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 CONSULTANT under this contract shall, at the option of the Owner, become the Owner’s property and the CONSULTANT shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the CONSULTANT 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 CONSULTANT, and the Owner may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the Owner from the CONSULTANT is determined.

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

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT (2 CFR 200 Appendix II (A)) – Applies to all contracts in excess of the Simplified Acquisition Threshold (SAT = \$250,000 as of 8/31/2020) - Any violation or breach of terms of this contract on the part of the CONSULTANT or the CONSULTANT’s subCONSULTANTS 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.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (2 CFR 200 Appendix II(E)) – Applies to all construction contracts greater than \$100,000.00 where mechanics and laborers are employed - CONSULTANT shall be in compliance with section 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONSULTANT must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL (CLEAN WATER) ACT (2 CFR 200 Appendix II (G)) – Applies to all contracts greater than or equal to \$150,000 - CONSULTANT shall be in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES (2 C.F.R. § 200.216) - Applies to all contracts

- (a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- (b) Prohibitions.
 - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - 2. Unless an exception in paragraph (c) of this clause applies, the CONSULTANT and its subCONSULTANTS may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

- 1. This clause does not prohibit CONSULTANTS from providing—
 - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- 2. By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system.
 - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

- 1. In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a subCONSULTANT at any tier or by any other source, the CONSULTANT shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- 2. The CONSULTANT shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily

available information about mitigation actions undertaken or recommended.

- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (e) Subcontracts. The CONSULTANT shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

DOMESTIC PREFERENCE FOR PROCUREMENTS (2 C.F.R. § 200.322) - Applies to all contracts and purchase orders for work or products - As appropriate, and to the extent consistent with law, the CONSULTANT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CORPORATE RESOLUTION
ROYAL ENGINEERS & CONSULTANTS, LLC

AT THE MEETING OF THE DIRECTORS OF ROYAL ENGINEERS & CONSULTANTS, LLC, (THE "COMPANY"), DULY NOTICED AND HELD ON APRIL 25, 2024, A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED,

IT WAS:

RESOLVED THAT MICHAEL L. PUGH, BE AND IS HEREBY APPOINTED, CONSTITUTED, AND DESIGNATED AS AGENT AND ATTORNEY-IN-FACT OF THE COMPANY WITH FULL POWER AND AUTHORITY TO ACT ON BEHALF OF THE COMPANY IN ALL NEGOTIATIONS, BIDDING, CONCERNS, AND TRANSACTIONS WITH ST. CHARLES PARISH GOVERNMENT OR ANY OF ITS AGENCIES, DEPARTMENTS, EMPLOYEES, OR AGENTS, INCLUDING BUT NOT LIMITED TO THE EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES, CONTRACTS, AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT. THE COMPANY HEREBY RATIFIES, APPROVES, CONFIRMS, AND ACCEPTS EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

CERTIFICATION

THE UNDERSIGNED HEREBY CERTIFIES THE FOREGOING TO BE A TRUE AND CORRECT COPY OF AN EXCERPT OF THE COMPANY MEETING MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF ROYAL ENGINEERS & CONSULTANTS, LLC, ON APRIL 25, 2024, THE RESOLUTION ADOPTED THEREBY, AND THAT THE SAME IS IN FULL FORCE AND EFFECT AND HAS NOT BEEN REVOKED OR RESCINDED.



HENRY ALBERT, CFO

4/25/2024

DATE

2024-0186

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from R-1A to R-2 on Lot 17, Block K, Magnolia Ridge Park Subdivision, Boutte as requested by Ladadriel Eastman.

WHEREAS, Ladadriel Eastman requests a rezoning from R-1A to R-2 on Lot 17, Block K, Magnolia Ridge Park Subdivision, Boutte as shown on the survey by Yu-Chiao Lo, PLS dated August 12, 2022; and,

WHEREAS, the Planning and Zoning Department recommended denial of the request; and,

WHEREAS, the Planning and Zoning Commission recommended denial of the request at its regular meeting on May 2, 2024.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. The Zoning Ordinance of 1981 is amended to change the zoning classification from R-1A to R-2 on Lot 17, Block K, Magnolia Ridge Park Subdivision, Boutte as shown on the survey by Yu-Chiao Lo, PLS dated August 12, 2022, as requested by Ladadriel Eastman.

SECTION II. The Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from R-1A to R-2 on Lot 17, Block K, Magnolia Ridge Park Subdivision, Boutte as shown on the survey by Yu-Chiao Lo, PLS dated August 12, 2022, as requested by Ladadriel Eastman.

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

RECOMMENDATIONS AT A GLANCE

2024-7-R requested by Ladadriel Eastman for a change of zoning from R-1A to R-2 on Lot 17, Block K, Magnolia Ridge Park Subdivision, adjacent to 147 Spruce Street, Boutte. Council District 4.

Planning Department Recommendation:

Denial.

Planning Commission Recommendation:

Denial.

2024-7-R requested by Ladadriel Eastman for a change of zoning from R-1A to R-2 on Lot 17, Block K, Magnolia Ridge Park Subdivision, adjacent to 147 Spruce Street, Boutte. Council District 4.

Mr. Welker – yes to receive a positive recommendation from the department on a rezone we must that it meets at least 2 out of the 3 rezoning criteria, in this case we only found it only met one, that being the third guideline, so we recommend denial of this request. To go over the findings in those 3 criteria, the 1st being whether the proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and whether or not it creates a spot zone that's incompatible with the surrounding neighborhood. We do find it is in conformance with the low to moderate residential designation of future land use map that designation while mostly being a single family the designation for R1A, R1B, R1AM zoning districts doesn't allow room for some alternative attached housing types at a just slightly higher density such as duplexes which are permitted in the R2 zoning district so we find there alignment there but despite that we do find this to be a spot zone and in pass cases where this type of rezoning request was considered it covered multiple lots across a bit of a larger area in this case it's just simply too isolated, it's one 6,000 square foot lot in pretty much in the middle of the single family area so it crosses to much into being too much of a pretty typical spot zone here so with that being the case we found it did not meet that first guideline. The 2nd guideline was not met it's whether or not the land use pattern or the character has changed to the extent that the existing zoning no longer allows reasonable use of the property we could not identify any significant changes to the land use pattern, zoning in the area, over time it has been pretty consistent and right now the property allows for development of a single family house by right it also allows room for a special permit to allow an accessory dwelling unit basically a second dwelling already under the current zoning it does have to get special permit approval but that option is there under the current zoning so we do find there's reasonable use under the current zoning district. The 3rd guideline that we found was met has to do with potential uses permitted by the proposed rezoning being incompatible with the existing neighborhood character, in this specific area especially this specific street we have R1A zoning across from R1AM zoning that creates a bit of a mix of building types not necessarily differences in dwelling types or density but where you can have site built houses permitted by right across from zoning district that permits mobile homes that being the case that the street itself can allow for a mix of development types the R2 district does allow for just site built development, size requirements and all that it is pretty, almost exactly the same as R1A with the exception of being able to add a second unit so as far as development type we find there wouldn't be a significant departure from the character and that this guideline is met but we do recommend denial because it only met that one criteria out of three and it needs two.

Applicant- Ladadriel Eastman 122 Hickory St. Boutte, LA. And um, I just wanted to say that with trying to rezone my property it was only from a personal experience after Hurricane Ida I'm a pharmacist at Ochsner in Raceland and I had to move all the way to New Orleans because I couldn't find any affordable, clean, safe units in the parish to rent and to be closer

to work. So, this was just my um trying to provide more units to the residents of St. Charles Parish. That's it.

The public hearing was open and closed, no one spoke for or against.

Commissioner Krajcer made a motion, seconded by Commissioner Price.

YEAS: PRICE
NAYS: KEEN, FRANGELLA, FOLSE, KRAJCKER
ABSENT: PETIT, ROSS
FAILED



Department of Planning & Zoning
Staff Report – Map Amendment
Case No. 2024-7-R

APPLICATION INFORMATION

- **Submittal Date:** 4/2/24

- **Applicant / Property Owner**
Ladadriel Eastman
122 Hickory Street
Boutte, LA 70039
504.236.2425; ladadriel.eastman@ochsner.org

- **Request**
Change of zoning:
 - Current – R-1A, Single Family Residential Detached Conventional Homes - Medium density
 - Proposed – R-2, Two-Family Residential

SITE INFORMATION

- **Location**
Lot 17, Block K, Magnolia Ridge Park Subdivision; Spruce Street, Boutte (adjacent to 147 Spruce Street).

- **Size:** 6,000 sq. ft. (0.138 acres)

- **Current Use**
Lot 17 was improved with a detached accessory structure affiliated with the residence at 122 Hickory Street. This accessory structure was demolished and only a concrete driveway remains on Lot 17.

- **Surrounding Zoning**
R-1A zoning is adjacent to each side and the rear; R-1A(M) zoning is located to the front, on the opposite side of Spruce Street.

- **Surrounding Uses**
The site is located in a developed residential neighborhood characterized by a mix of site-built and manufactured single-family homes.

Specifically, a site-built home is adjacent to the rear (Hickory Street side), a manufactured home is adjacent to the side, and a mix of site-built and manufactured homes are on the opposite side of Spruce Street.

- **Zoning History**
The R-1A district was established in 1981.

- **Future Land Use Recommendation**
Low-to-Moderate Residential – Single-family detached dwellings; attached dwellings such as duplexes, patio/zero-lot line homes and townhomes; and accessory units. Neighborhood retail, services, offices and institutions are also permitted in appropriate locations such as along transportation corridors or at intersections. (over six dwellings per acre)

Recommended Zoning Districts: R-1A (6,000 sf. min. lot size), R-1B (10,000 sf. min. lot size), R-1AM (accessory units and individual mobile homes)

- **Flood Zone & Minimum Building Elevation**
1992 Flood Insurance Rate Map: X
2013 Digital Flood Insurance Rate Map: AE6

 - **Traffic Access**
Lot 17 has 60 ft. of frontage on Spruce Street where access is provided via a concrete driveway.

 - **Utilities**
Per the Parish GIS drainage, sewer, and water facilities are available along Spruce Street.
- Representatives from the Departments of Public Works, Wastewater, and Waterworks have no objections to the rezoning.

APPLICABLE REGULATIONS

Appendix A. Section VI. – Zoning District Criteria and Regulations

[VII.] R-2. *Two-family residential:*

1. Use Regulations:
 - a. A building or land shall be used only for the following purposes:
 - (1) See uses allowed in the R-1A district
 - (2) Two-family dwellings
 - (3) Single family dwellings
 - (4) Accessory uses.
 - (5) Nonresidential accessory buildings shall not be permitted.
 - b. Special exception uses and structures include the following:
 - (1) Club houses and/or accessory recreational facilities for resident use only
 - (2) Professional, non-retail offices
 - c. Special permit uses and structures include the following:
 - (1) Child care centers
 - (2) Schools (public, private, and commercial)
 - (3) Religious institutions
 - (4) *Reserved.*
 - (5) *Reserved.*
 - (6) Private commercial access roads, upon review by the Planning Commission and supporting resolution of the Council.
 - d. Transportation system required: Local or collector street.
2. Spatial Requirements:
 - a. Minimum lot size: Six thousand (6,000) square feet (3,000 per family); minimum width - sixty (60) feet.
 - b. Minimum yard sizes:
 - (1) Front - twenty (20) feet
 - (2) Side - five (5) feet each side
 - (3) Rear - twenty (20) feet.
 - (4) Whenever property abuts a major drainage canal as defined by the Subdivision regulations the required setback for all structures shall be ten (10) feet measured from the inner boundary of such servitude or right-of-way, notwithstanding any other more restrictive setbacks, this provision shall not apply to any lot of record created and existing prior to the effective date of Ordinance No. 99-12-8, December 15, 1999.
 - c. Accessory buildings:
 - 1) An accessory building may occupy no more than twenty-five (25) percent of the required rear yard.
 - 2) The accessory building shall not exceed two-story construction.
 - 3) Minimum rear setback of accessory building shall be the same as side yard requirement of the district in which it is located.
 - 4) Accessory buildings shall be located on the same parcel of land as the main structure.
 - d. Permitted encroachments:
 - 1) Overhangs projecting not more than twenty-four (24) inches, excluding gutter.
 - 2) Stairs and landings not more than three (3) feet in height, projecting no more than four (4) feet into required front or rear yard.
3. Transportation System Requirement: Front on local or collector street only.
4. Special Provisions:
 - a. Where any two-family residential district (R-2) abuts any residential zoning district or use, a six-foot high solid wood fence or masonry wall shall be erected.

Appendix A. Section XV. - Amendment procedure

- D. Rezoning guidelines and criteria: The proponent for a change should present reasonable factual proof that two or more of the following criteria are met:
1. The proposed rezoning conforms to land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zone that is incompatible with the surrounding neighborhood.
 2. The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property, and that the proposed zoning does. In order to determine what is reasonable use of the property, the proponent for the zoning change should consider one or more of the following:
 - a. Consideration of uses on adjacent properties that would limit the use of the site under consideration.
 - b. Consideration of unique or unusual physical or environmental limitations due to size, shape, topography or related hazards or deficiencies.
 - c. Consideration of changes in land value, physical environment or economic aspects which can be shown to limit the usefulness of vacant land or buildings.

3. Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.
The Planning Staff shall base rezoning analyses on these criteria but shall not be prohibited from factoring unique circumstances of the application into the analysis. The Planning and Zoning Commission may state in its recommendations to the Council: its concurrence with, or rejection of, any or all of the proponents' case for the suggested amendment, and/or its position relative to proponents' statements on the case. Planning Staff analyses and recommendations shall be forwarded to the Council along with the Commission's recommendations.

- E. Rezoning approval criteria: Before the Council votes to approve a rezoning, there should be reasonable factual proof by the applicant that:
- 1. The proposed map amendment is in compliance, or is not in conflict, with the goals and recommendations of the St. Charles Parish Comprehensive Plan and Future Land Use Map, also
 - 2. The proposed map amendment does not negatively impact the health, safety, and welfare of the community.

REZONING GUIDELINE & CRITERIA EVALUATION

1. *The proposed rezoning conforms to the land development pattern established by the St. Charles Parish Comprehensive Plan Future Land Use Map and does not create a spot zoning that is incompatible with the surrounding neighborhood.*

The subject site is in an area designated *Low-to-Moderate Residential*, which primarily anticipates development of those detached residential uses typically permitted in the R-1A, R-1B, and R-1A(M) zoning districts. The designation also considers alternative attached housing types with a moderately higher density not permitted by right in those districts. This includes duplexes, patio/zero-lot line homes, townhomes, and accessory units. While the *Low-to-Moderate Residential* designation does not explicitly include the R-2 zoning district, the inclusion of duplexes in its description as an appropriate development type suggests the proposed R-2 zoning aligns with the residential character anticipated by the designation.

But despite alignment with the Comprehensive Plan designation, in this instance the request must be considered a spot zone. In previous cases, this type of request was made for multiple lots across a larger area (4 to 6 lots; 0.72-1.0 acres). Being a single 6,000 sq. ft. lot within an established single family zoned/developed neighborhood, the site is simply too small and too isolated. **The request does not meet the first guideline.**

2. *The Land-use pattern or character has changed to the extent that the existing zoning no longer allows reasonable use of the applicant's property and the proposed zoning does.*

The Department cannot identify significant changes in the land-use pattern or the character of the neighborhood that would affect the ability to develop the subject site under existing zoning. The R-1A district has been established since 1981 and governs an area characterized by single-family homes. The subject site can be developed by right with a single-family home in keeping with the existing neighborhood character. While the prospect of doubling the number of permissible dwellings by right through a change to R-2 is advantageous, the ability to permit a new single-family home is far from unreasonable. And a second dwelling can still be permitted under the current zoning in the form of an Accessory Dwelling Unit (ADU) upon approval as a Special Permit Use. **The request does not meet the second guideline.**

3. *Potential uses permitted by the proposed rezoning will not be incompatible with existing neighborhood character nor will they overburden public facilities and infrastructure.*

The requirements concerning lot size, setbacks, building coverage, and site-built construction remain consistent between the R-1A and R-2 districts. The distinction is limited to the inclusion of duplexes as a by right use under R-2. This distinction is blurred when considering the option to develop single-family homes remains under R-2 and an additional dwelling may be permitted under R-1A as an ADU. And considering the presence of manufactured homes in the area, including the ability to develop them by right under R-1A(M) zoning on the opposite side of Spruce Street, the existing neighborhood character is not exclusively defined by site-built single-

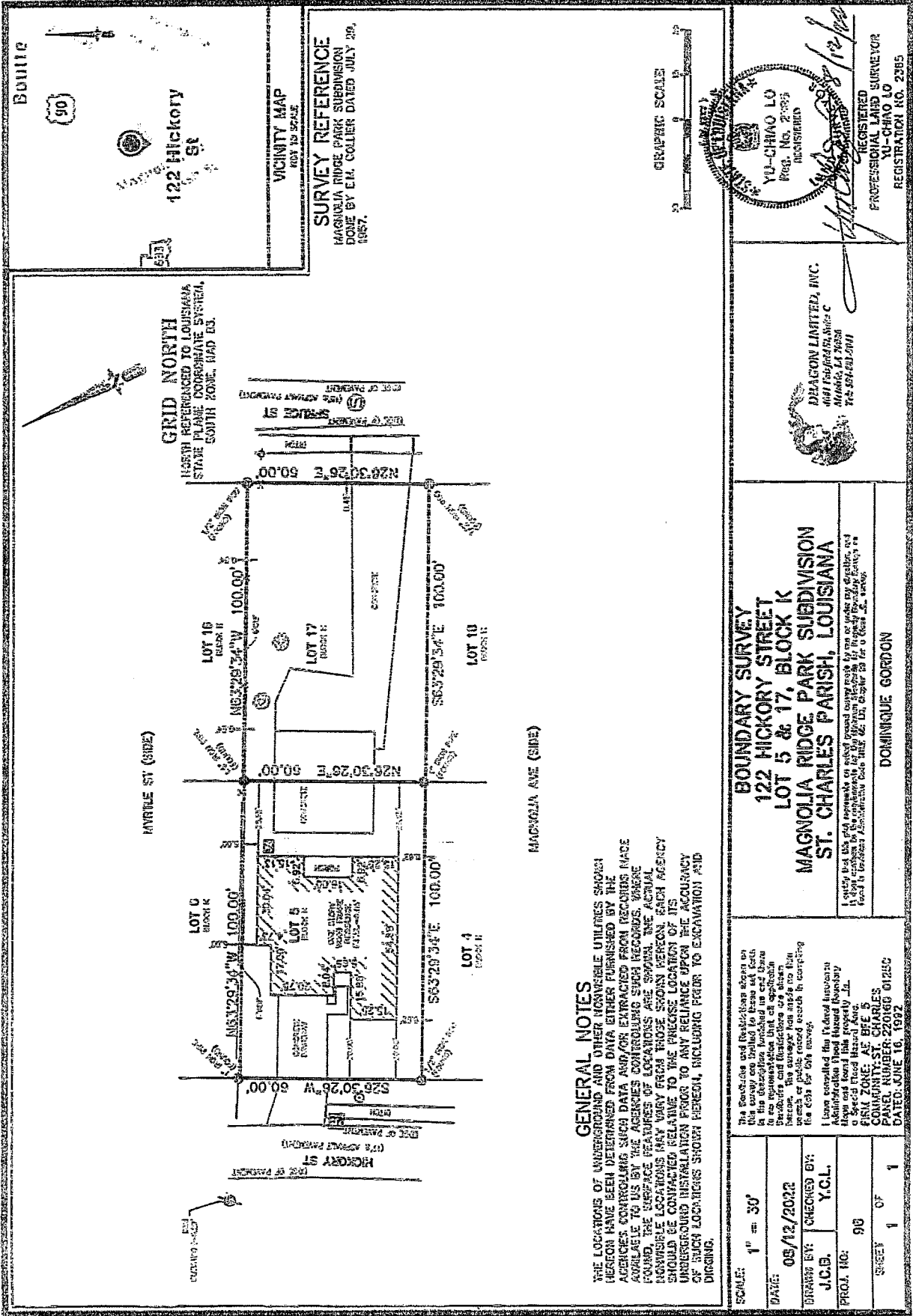
family houses. Given the similarities between the development types and allowable dwelling units, a duplex would not be a significant enough departure to be considered incompatible.

The area is improved with Parish drainage, sewer, and water facilities capable of handling the additional dwelling that this rezoning could permit. And representatives from the departments maintaining those facilities do not object to the zoning change. **The request meets the third guideline.**

DEPARTMENT RECOMMENDATION

Denial, due to meeting only one of the three rezoning criteria.

This request will be forwarded with the Planning Commission’s recommendation to the Parish Council for a second public hearing and final determination.

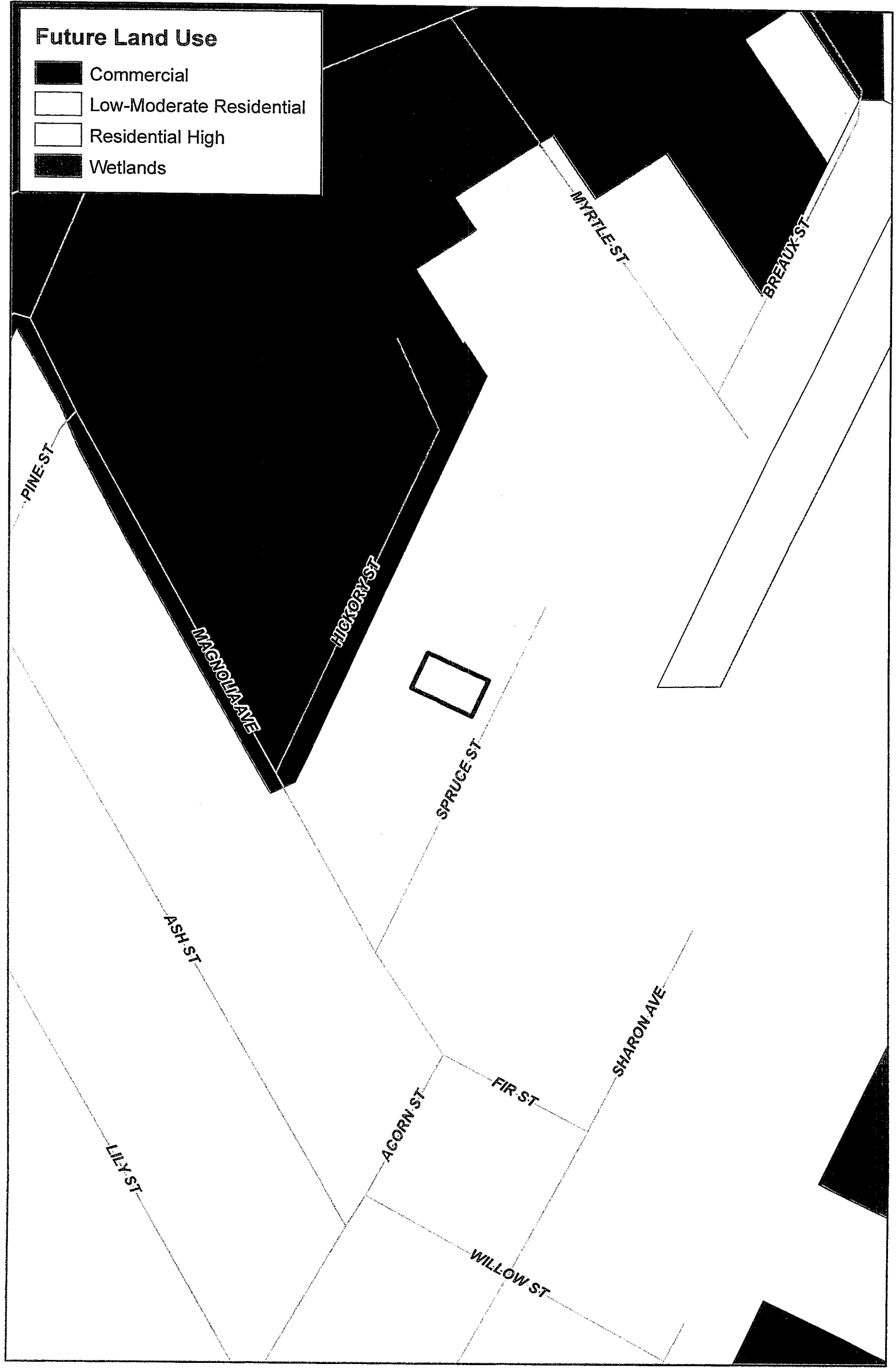


2024-7-R
R-1A to R-2

³⁵N

2024-7-R
R-1A to R-2

36^N

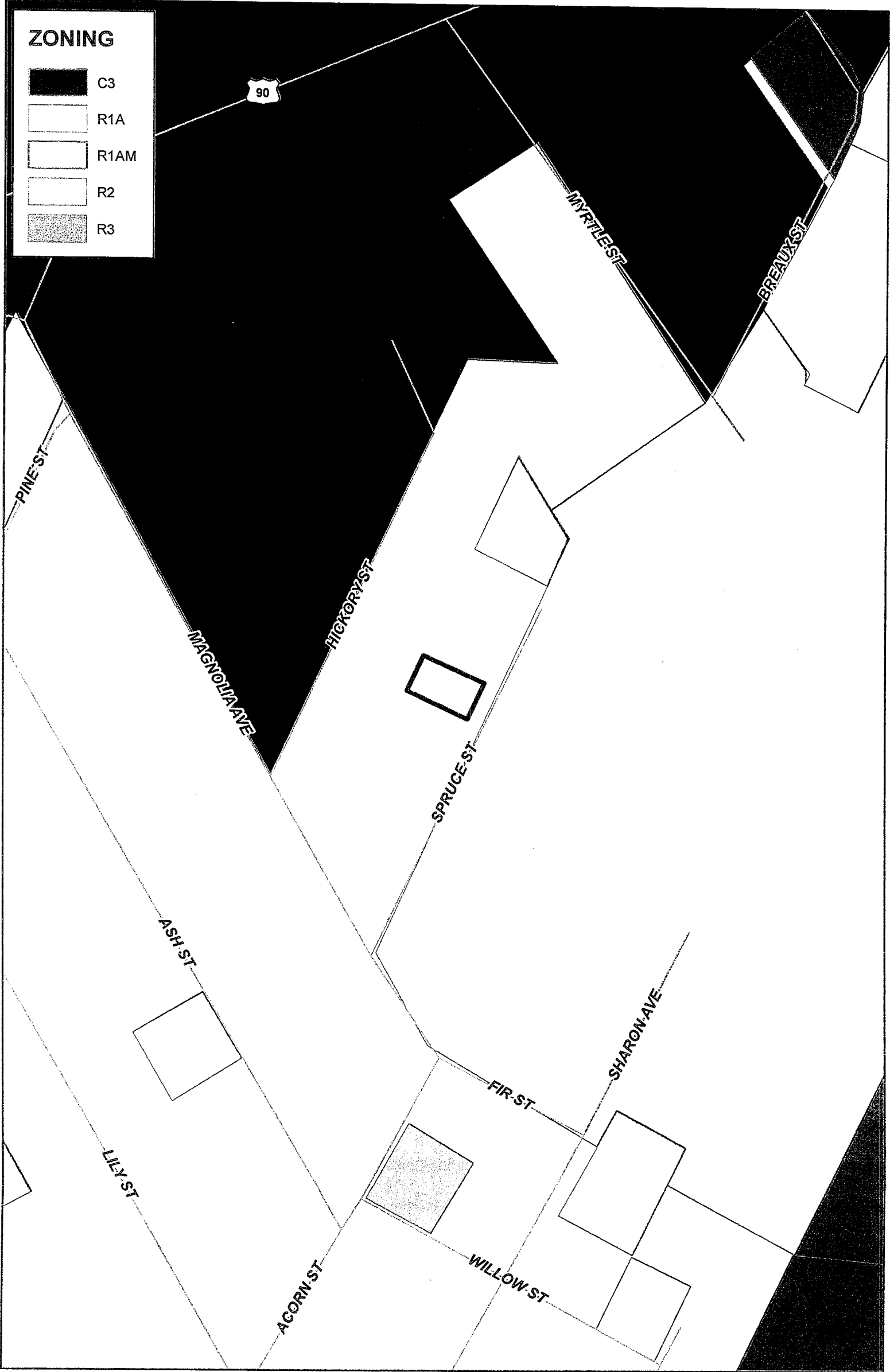


2024-7-R
R-1A to R-2



ZONING

	C3
	R1A
	R1AM
	R2
	R3





St. Charles Parish
Department of Planning & Zoning
ZONING MAP AMENDMENT

OFFICE USE	
Submittal Date	<u>4/2/2024</u>
Received By	<u>DSF</u>
Receipt #	<u>13152327</u>
Case #	<u>2024-7-R</u>

APPLICANT INFORMATION

Applicant: Ladadriel Eastman

Mailing Address: 122 Hickory Street, Boutte, La 70039

Phone: 504.236.2425 Email: Ladadriel.Eastman@Ochsner.org

PROPERTY INFORMATION

Municipal Address (if assigned): Spruce Street, Boutte, La 70039

Lot, Block, Subdivision: Lot 17, Block K, Magnolia Ridge Park Subdivision

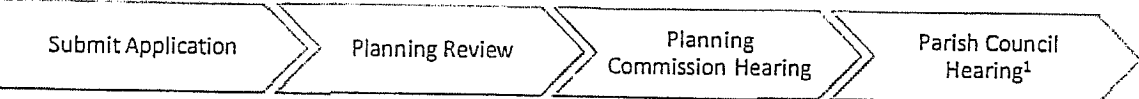
Current Zoning: R-1A Proposed Zoning: R-2

Future Land Use designation (info can be provided by Planning and Zoning): Low to moderate residential

APPLICATION CHECKLIST (review process does not begin until all items below are submitted):

- ☒ 1. Application with notarized endorsement of all property owners (see page bottom)
*If the owner is a corporation, a corporate resolution authorizing the representative must be provided
- ☒ 2. Completed zoning change questionnaire (see following page)
- ☒ 3. Act of Sale or Deed to the property (copies available at Clerk of Courts Office)
- ☒ 4. Survey of property showing area to be rezoned
- ☒ 5. Application Fee: \$5 per acre or fraction thereof; \$40 min. (< 8 acres), \$200 max. (> 40 acres)

ZONING MAP AMENDMENT PROCESS



¹ The Planning & Zoning Department and Planning Commission issue recommendations on the request. The process concludes with a final determination by the Parish Council.

I/we swear to be the sole owner(s) of the property in this request and endorse this application.	
<u>[Signature]</u> (Signature)	<u>Ladadriel Eastman</u> (Print)
_____ (Signature)	_____ (Print)
_____ (Signature)	_____ (Print)
<u>[Signature]</u> (Notary signature & seal)	<u>3/27/24</u> (Date)

HALIMA T. NARCISSE, LABN:28233
NOTARY PUBLIC
in and for the State of Louisiana
My Commission is
Issued For Life

2024-0181

INTRODUCED BY: HEATHER SKIBA, COUNCILWOMAN, DISTRICT II
ORDINANCE NO. _____

An ordinance to provide for the installation of “**ALL-WAY STOP**” signs at the intersection of Ellington Avenue and 3rd Street, in Ellington Addition to the Town of Luling, Being a Subdivision of a Portion of Ellington Plantation.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 15 Motor Vehicles and Traffic provides for the installation of traffic control signs; and,

WHEREAS, the installation of "All-Way Stop" signs will significantly reduce the possibility of accidents at this intersection by mitigating the risk navigating at the intersection on Ellington Avenue and 3rd Street; and,

WHEREAS, it is the desire of the Parish Council to authorize the installation of “**ALL-WAY STOP**” signs at the intersection of Ellington Avenue and 3rd Street, in Ellington Addition to the Town of Luling, Being a Subdivision of a Portion of Ellington Plantation due to safety concerns.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That there is hereby established “**ALL-WAY STOP**” signs at the intersection of Ellington Avenue and 3rd Street, in Ellington Addition to the Town of Luling, Being a Subdivision of a Portion of Ellington Plantation.

SECTION II. That the Department of Public Works is hereby authorized to erect and maintain said “**ALL-WAY STOP**” signs.

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

2024-0181 All-way Ellington Avenue and 3rd Street, Ellington Addition to the Town of, Luling.docx

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2024-0182

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PLANNING & ZONING)**

ORDINANCE NO. _____

An ordinance approving an Act of Amendment changing the name of the subdivision dedicated as Heather Oaks Phase 2 to The Reserve at Heather Oaks.

WHEREAS, Ordinance No. 23-11-7 adopted on November 6, 2023, by the St. Charles Parish Council, approved and authorized the execution of an Act of Dedication for Heather Oaks, Phase 2, Luling, as shown on a plat entitled FINAL PLAT HEATHER OAKS PHASE 2, by Louis J. Gassen, Jr., PLS, dated January 20, 2023, recorded November 20, 2023 under Instrument No. 478517; and,

WHEREAS, the developer wishes to change the official name of the subdivision and its appearance on the final plat from Heather Oaks Phase 2 to The Reserve at Heather Oaks as shown on the AMENDED FINAL PLAT THE RESERVE AT HEATHER OAKS by Louis J. Gassen, Jr., PLS, dated January 20, 2023, revised January 23, 2024 and April 24, 2024; and,

WHEREAS, it is the desire of the Developer and the Parish to amend the subdivision name by the adoption of an "Act of Amendment".

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. Ordinance 23-11-7, adopted on November 6, 2023, is hereby amended as per the "Act of Amendment" by Heather Oaks, LLC dated May 6, 2024 and the plat by Louis J. Gassen, Jr., PLS, dated January 20, 2023, revised January 23, 2024 and April 24, 2024, entitled AMENDED FINAL PLAT THE RESERVE AT HEATHER OAKS.

SECTION II. That the Parish President and Planning Director are hereby authorized to execute said Act of Amendment and Amended Final Plat on behalf of St. Charles Parish.

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

STATE OF LOUISIANA

PARISH OF LAFAYETTE

ACT OF AMENDMENT AND RATIFICATION OF
ACT OF DEDICATION AND SUBDIVISION PLAT
Formerly Heather Oaks, Phase 2, and now being
The Reserve at Heather Oaks

BE IT KNOWN, that effective as of May 6, 2024 (the “**Effective Date**”) personally came and appeared:

HEATHER OAKS, LLC, a limited liability company organized and existing under the laws of the State of Louisiana with its domicile in the Parish of Lafayette, herein appearing by and through its Manager, Timothy J. Bradley, duly authorized, whose mailing address is declared to be 104 S. Jefferson Street, Broussard, LA 70518 (“**Owner**”); and

GUIDRY LAND DEVELOPMENT, LLC, a limited liability company organized and existing under the laws of the State of Louisiana with its domicile in the Parish of Lafayette, herein appearing by and through its Manager, Clifton D. Guidry, duly authorized, whose mailing address is declared to be 104 S. Jefferson Street, Broussard, LA 70518 (“**Developer**”); and

who declared as follows:

Owner and Developer caused to be filed the following plat:

That certain Act of Dedication dated September 21, 2023, accepted by the Parish of St. Charles on November 6, 2023 (“**Dedication**”) and that certain Final Plat Heather Oaks, Phase 2 into Lots 85 Through 123 & 129 Through 169 in Section 45, T13S – R21E and Section 39, T14S – R21E St. Charles Parish, Louisiana, dated January 20, 2023 (“**Plat**”), all as recorded November 20, 2023 at COB 478517, Page 7 in the official records for St. Charles Parish, Louisiana.

Owner and Developer thereafter desired that the name of the subdivision depicted on said Plat be amended to “The Reserve at Heather Oaks,” necessitating a change to the name of the Plat to “Final Plat The Reserve at Heather Oaks Lots 85 Through 123 & 129 Through 169 in Section 45, T13S – R21E and Section 39, T14S – R21E St. Charles Parish, Louisiana,” as well as a change to the Dedication for all references to the former name on the Plat.

Owner and Developer hereby amend the recorded Dedication and Plat strictly for the sole purpose of reflecting the amended name of the subdivision as **The Reserve at Heather Oaks**, as shown on Exhibit A, annexed hereto and made a part hereof for the

sole purpose of reflecting the amended name of the subdivision. All other matters shown on the Plat and Dedication as originally executed, approved, and recorded, except the name of the subdivision, including all building setbacks, dedications, servitudes, rights of way, references, approvals, measurements, dimensions, boundaries, and matters of any kind or nature whatsoever remain unchanged and are hereby confirmed and ratified.

Owner and Developer appear herein to declare that they each ratify the correction for name change purposes only, and all actions taken by each as Owner and Developer under the Plat.

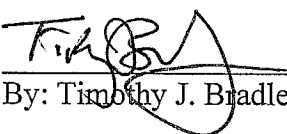
Now, therefore, Owner and Developer do hereby authorize and request the Clerk of Court for St. Charles Parish, Louisiana to make mention of this Act of Amendment and Ratification in the margin of its records at COB 478517, Page 7 in the official records for St. Charles Parish, Louisiana

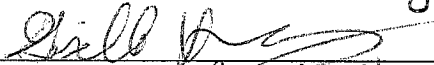
IN WITNESS WHEREOF, Owner and Developer have duly executed this Act of Correction and Ratification to be effective as of the Effective Date.

WITNESSES:

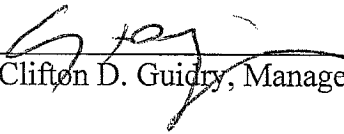
HEATHER OAKS, LLC:



Printed Name: Talon Guidry


By: Timothy J. Bradley, Manager

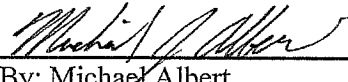

Printed Name: Giselle Hernandez

GUIDRY LAND DEVELOPMENT, LLC


By: Clifton D. Guidry, Manager


NOTARY PUBLIC
Printed Name: Alyse Lee Kibodeaux
Notary ID/LBR No.:68864

APPROVED:

St. Charles Parish Planning Director:

By: Michael Albert
Title: Director

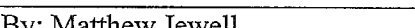
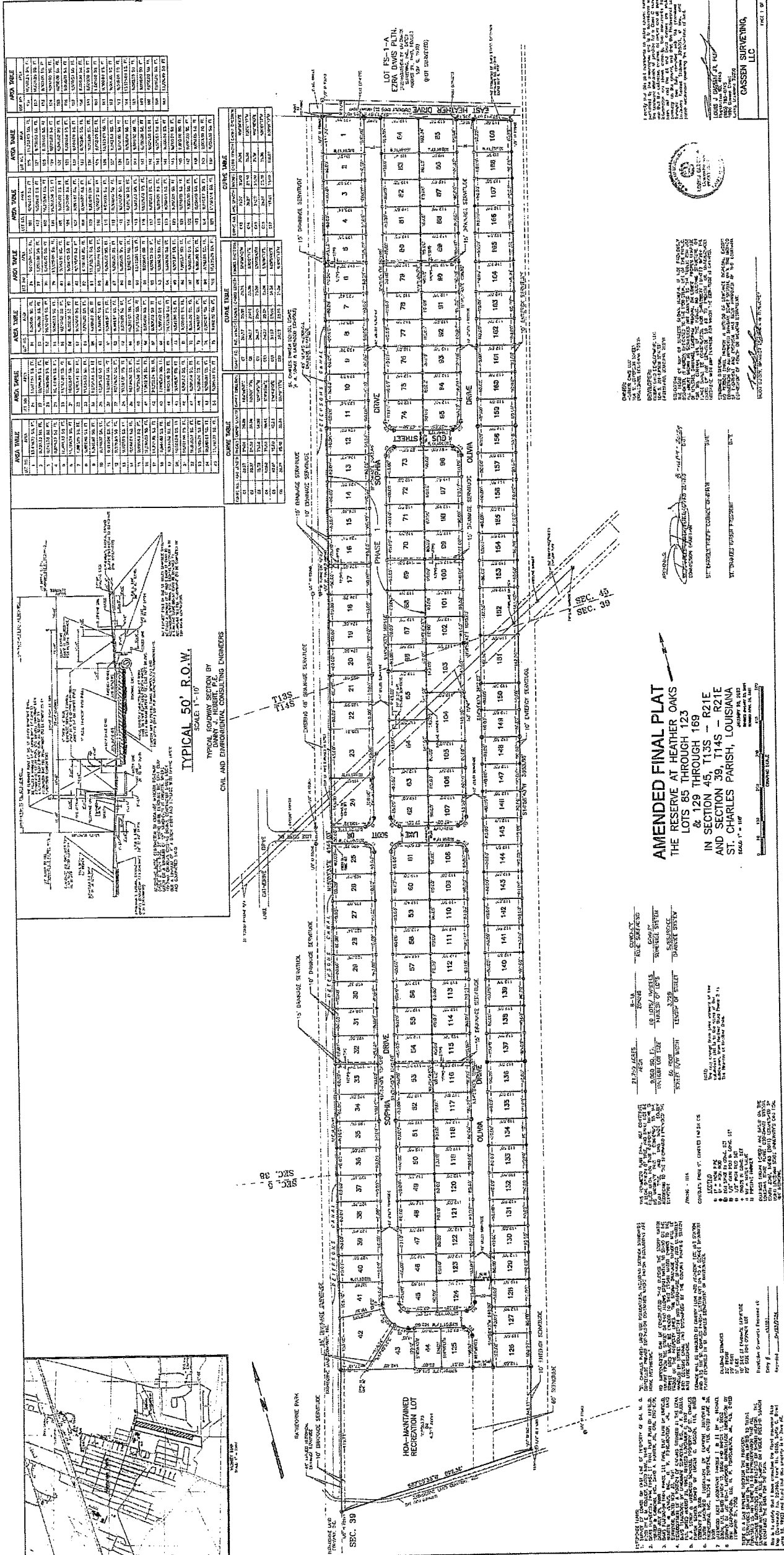
St. Charles Parish President:

By: Matthew Jewell
Title: President

EXHIBIT A

(see attached plat)



2024-0183
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)
ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1 (Final) for the Rathborne Park Development Restroom Facility (Project No. RECRR2023), to increase the contract time by 32 days.

WHEREAS, Ordinance No. 18-5-13 adopted on May 21, 2018, by the St. Charles Parish Council, approved and authorized the execution of a Engineering Services Contract with Civil and Environmental Consulting Engineers, LLC, for the design of Phase III of Rathborne Park in Luling; and,

WHEREAS, Ordinance No. 23-9-1 adopted on September 11, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Sage Construction, LLC, for the Rathborne Park Development Restroom Facility (Project No. RECRR2023), in the amount of \$351,000.00; and,

WHEREAS, it is necessary to amend the contract resulting in an increase in the contract time by 32 days.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 (Final) for the Rathborne Park Development Restroom Facility (Project No. RECRR2023), to increase the contract time by 32 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:

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

SECTION 00806

CHANGE ORDER

No 1 (FINAL)DATE OF ISSUANCE 5/1/2024

Owner: St. Charles Parish

Contractor: Sage Construction, LLC

Contract: Rathborne Park Development Restroom Facility

Project: Rathborne Park Development Restroom Facility

Owner's Contract No.: **RECRR2023**

Engineer's Contract No.: N/A

ENGINEER: Civil & Environmental Consulting Engineers, Danny J. Hebert, P.E., LLC

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

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

1. Delete the Following Work Items:
N/A
2. Add the Following Work Items:
N/A
3. Revise the Following Work Item Quantities:
N/A

Reason for Change Order:

32 days added –

- 7 days for permitting delays
- 17 weather delay days
- 8 days for masonry supply days

Attachments: Email from Hayden Taquino (Sage Construction) dated January 23, 2024
Email from Saige Montero (Sage Construction) dated April 5 2024

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$351,000.00</u>
Net Increase (Decrease) from previous Change Orders No. ____ to ____: \$ <u>N/A</u>
Contract Price prior to this Change Order: <u>\$351,000.00</u>
Net increase (decrease) of this Change Order: \$ <u>0.00</u>
Contract Price with all approved Change Orders: <u>\$351,000.00</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: <u>March 30, 2024</u> Ready for final payment: _____ (days or dates)
Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: <u>N/A</u> Ready for final payment: _____ (days)
Contract Times prior to this Change Order: Substantial Completion: <u>March 30, 2024</u> Ready for final payment: _____ (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: <u>32 days</u> Ready for final payment: <u>Upon receipt of lien free certificate</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>May 1, 2024</u> Ready for final payment: <u>Upon receipt of lien free certificate</u> (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 5/3/2024

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 5/2/2024

Pam McNulty

From: Hayden Taquino <HTaquino@sageconstruction.net>
Sent: Wednesday, February 14, 2024 3:33 PM
To: Saige Montero
Subject: FW: Rathborne Park - Project Delays
Attachments: Weather Days - Report 1.23.2024.pdf

Thanks,

Hayden Taquino
 Cell: 985.413.3101
HTaquino@sageconstruction.net



From: Hayden Taquino
Sent: Tuesday, January 23, 2024 5:06 AM
To: Marco Juarez <mjuarez@hebertengineering.com>
Subject: Rathborne Park - Project Delays

Marco,

As discussed, the project is seeing some delays due to pigment availability for the CMU and site delays due to weather conditions.

Attached is our current log of weather days that affect the project.

The CMU's were scheduled to be started the week between Christmas and New Year but our vendor did not find out until the week after when the factory reopened that there would be an unforeseen delay due to the pigmentation for the block.

Last week on 1/18/2024 we were informed by the vendor that he should have the block ready to install first week of February.

We are also informed that the factory is in the process of finishing the grinder pump and should be on site next week.

To my knowledge, we do not have any other long lead items that will hinder progress on the project after the block gets on site and installed.

Please let me know if you have any questions or concerns.

Thanks,

Hayden Taquino

Pam McNulty

From: Marco Juarez <mjuarez@hebertengineering.com>
Sent: Wednesday, May 1, 2024 3:33 PM
To: 'Pam McNulty'
Subject: FW: Rathborne Park - Task Tentative Schedule
Attachments: Weather Days - Report 1.23.2024.pdf; Rathborne Park - Project Delays (156 KB)

Marco Juarez, P.E., M.S.



Civil & Environmental Consulting Engineers

Danny J. Hebert, P.E., L.L.C.

14433 River Road

Hahnville, LA 70057

www.hebertengineering.com

phone: (985) 785-2380

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Thank you.

From: Saige Montero [mailto:SMontero@sageconstruction.net]
Sent: Friday, April 5, 2024 10:45 AM
To: Marco Juarez <mjuarez@hebertengineering.com>; Hayden Taquino <HTaquino@sageconstruction.net>
Cc: 'Danny Hebert' <dhebert@hebertengineering.com>; 'Duane Foret' <dforet@stcharlesgov.net>
Subject: RE: Rathborne Park - Task Tentative Schedule

Marco,

We are working to finish this project,

The "schedule bullet list" we provided you in the below email was for information (Tentative) purposes only and does not "redetermine" our anticipated contract completion date which is as follows with the documents in which back that up;

-Original NTP set for completion of 3/30/2024

-Revision due to permitting – New substantial date of 4/7/2024

-17 Weather delays to date that have been submitted through 1/23/2024 (this was when we were doing "outside" work) – New substantial completion date of **4/24/2024**.

In response to the request of adequate manpower, we currently have the electrician and the flatwork crew onsite since first thing this AM. Also, compaction proctor was this morning, and we are shooting to pour Wednesday assuming that we have the results back by Tuesday and weather permitting.

I can also provide the backup documentation to the NTP and permitting issues if you need that again.

If you have any question, do not hesitate to contact us.

Thanks,

Saige Montero
Cell: 225.226.8814
SMontero@sageconstruction.net



From: Marco Juarez <mjuarez@hebertengineering.com>
Sent: Friday, April 5, 2024 10:01 AM
To: Hayden Taquino <HTaquino@sageconstruction.net>
Cc: Saige Montero <SMontero@sageconstruction.net>; 'Danny Hebert' <dhebert@hebertengineering.com>; 'Duane Foret' <dforet@stcharlesgov.net>
Subject: RE: Rathborne Park - Task Tentative Schedule

Hayden,

We stopped by the site on yesterday (Thurs. 4/4) around 11:30 am and there was little to no work going on at the site. Your HVAC sub was on-site but stated they could not continue working because the building is not powered yet.

Per the NTP, your contract time officially expired on March 30, 2024 (subject to adjustments via Change Order such as the permitting delay from SCP P&Z [7 days] and weather requests). Even if you count the additional days though, the project is not close to substantial completion and risks going into LDs.

Per your email below, it seems like you are around 2 weeks behind schedule. **Please provide adequate manpower to finish the job on time ASAP.** We also want an updated schedule showing the remaining milestones.

Marco Juarez, P.E., M.S.



Civil & Environmental Consulting Engineers
Danny J. Hebert, P.E., L.L.C.

14433 River Road
Hahnville, LA 70057
www.hebertengineering.com
phone: (985) 785-2380

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Thank you.

From: Hayden Taquino [<mailto:HTaquino@sageconstruction.net>]
Sent: Thursday, March 21, 2024 12:53 PM

To: Marco Juarez <mjuarez@hebertengineering.com>; Danny Hebert <dhebert@hebertengineering.com>
Subject: Rathborne Park - Task Tentative Schedule

Marco & Danny,

Please see the below tentative schedule:

- Flat work Saturday -Monday (Form Work) 3/23/2024
- Plumbing Fixtures Tuesday delivery 3/26/2024
- Plumbing Install 3/27/2024
- Ceiling Install 3/22/2024
- Site Work Week of 4/1/2024
- Electrical Finish Week of 4/1/2024
- Flooring Week of 4/8/2024
- Specialty Install Week of 4/8/2024

Thanks,

Hayden Taquino
Cell: 985.413.3101
HTaquino@sageconstruction.net



Sage Construction

Weather Work Days

Project: Rathborne Park Development Restroom Facility

150	Calender Days				
Contract Day	Date	Work	No Work or Delay	Reason for No Work or Delay	Adverse Weather Days
1	Wednesday, November 1, 2023	1			
2	Thursday, November 2, 2023	1			
3	Friday, November 3, 2023	1			
4	Saturday, November 4, 2023	1			
5	Sunday, November 5, 2023	1			
6	Monday, November 6, 2023	1			
7	Tuesday, November 7, 2023	1			
8	Wednesday, November 8, 2023	1			
9	Thursday, November 9, 2023	1			
10	Friday, November 10, 2023	1			
11	Saturday, November 11, 2023	1			
12	Sunday, November 12, 2023	1			
13	Monday, November 13, 2023	1			
14	Tuesday, November 14, 2023	1			
15	Wednesday, November 15, 2023	1			
16	Thursday, November 16, 2023		1	High Water / Rain	1
17	Friday, November 17, 2023		1	High Water / Rain	1
18	Saturday, November 18, 2023	1			
19	Sunday, November 19, 2023	1			
20	Monday, November 20, 2023	1			
21	Tuesday, November 21, 2023		1	High Water / Rain	1
22	Wednesday, November 22, 2023		1	High Water / Rain	1
23	Thursday, November 23, 2023	1			
24	Friday, November 24, 2023		1	High Water / Rain	1
25	Saturday, November 25, 2023	1			
26	Sunday, November 26, 2023	1			
27	Monday, November 27, 2023	1			
28	Tuesday, November 28, 2023	1			
29	Wednesday, November 29, 2023	1			
30	Thursday, November 30, 2023		1	High Water / Rain	1
31	Friday, December 1, 2023		1	High Water / Rain	1
32	Saturday, December 2, 2023	1			
33	Sunday, December 3, 2023	1			
34	Monday, December 4, 2023	1			
35	Tuesday, December 5, 2023	1			
36	Wednesday, December 6, 2023	1			
37	Thursday, December 7, 2023	1			
38	Friday, December 8, 2023		1	High Water / Rain	1
39	Saturday, December 9, 2023		1	High Water / Rain	1
40	Sunday, December 10, 2023		1	High Water / Rain	1
41	Monday, December 11, 2023	1			
42	Tuesday, December 12, 2023	1			
43	Wednesday, December 13, 2023	1			
44	Thursday, December 14, 2023	1			
45	Friday, December 15, 2023	1			
46	Saturday, December 16, 2023	1			
47	Sunday, December 17, 2023	1			

48	Monday, December 18, 2023	1			
49	Tuesday, December 19, 2023	1			
50	Wednesday, December 20, 2023	1			
51	Thursday, December 21, 2023	1			
52	Friday, December 22, 2023	1			
53	Saturday, December 23, 2023	1			
54	Sunday, December 24, 2023	1			
55	Monday, December 25, 2023	1			
56	Tuesday, December 26, 2023	1			
57	Wednesday, December 27, 2023	1			
58	Thursday, December 28, 2023	1			
59	Friday, December 29, 2023	1			
60	Saturday, December 30, 2023	1			
61	Sunday, December 31, 2023	1			
62	Monday, January 1, 2024	1			
63	Tuesday, January 2, 2024	1			
64	Wednesday, January 3, 2024	1			
65	Thursday, January 4, 2024	1			
66	Friday, January 5, 2024	1			
67	Saturday, January 6, 2024	1			
68	Sunday, January 7, 2024	1			
69	Monday, January 8, 2024		1	High Water / Rain	1
70	Tuesday, January 9, 2024		1	High Water / Rain	1
71	Wednesday, January 10, 2024		1	High Water / Rain	1
72	Thursday, January 11, 2024	1			
73	Friday, January 12, 2024	1			
74	Saturday, January 13, 2024	1			
75	Sunday, January 14, 2024	1			
76	Monday, January 15, 2024		1	High Water / Rain	1
77	Tuesday, January 16, 2024		1	Ice/ Mud	1
78	Wednesday, January 17, 2024		1	Ice/ Mud	1
79	Thursday, January 18, 2024	1			
80	Friday, January 19, 2024	1			
81	Saturday, January 20, 2024	1			
82	Sunday, January 21, 2024	1			
83	Monday, January 22, 2024	1			
84	Tuesday, January 23, 2024		1	High Water/ Rain	1
Days Worked:		67		Adverse Weather :	17
No Work Days:		16		DAYS LEFT ON PROJECT:	83

Job Representative _____ Hayden Taquino _____ 1/23/2023

Owner Representative _____

2024-0187

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Joint Use Agreement with the Louisiana Department of Transportation and Development to allow for the construction of the Deputy Jeff G. Watson Dr. Roadway Extension (Project No. P190102), formerly Rue La Cannes Road Extension, and a dog park to be constructed in the future.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 83-5-4 on May 2, 1983 which approved a Joint Use Agreement (No.45) with the Louisiana Department of Transportation and Development for the East and West Bank Bridge Parks, as amended by Ordinances No. 05-8-3 on August 1, 2005, and No. 11-4-7 on April 4, 2011; and,

WHEREAS, a new and updated Joint Use Agreement includes the roadway extension and future dog park that will occupy an area under Interstate 310 between the St. Charles Parish Animal Shelter and Ashton Plantation Subdivision; and,

WHEREAS, the roadway extension will connect Deputy Jeff G. Watson Dr. to Ashton Plantation Blvd.; and,

WHEREAS, the Louisiana Department of Transportation and Development requires a Joint Use Agreement to be executed before construction begins; and,

WHEREAS, the attached Joint-Use Agreement between the Louisiana Department of Transportation and Development describes the conditions of the agreement.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Joint Use Agreement between St. Charles Parish and the Louisiana Department of Transportation and Development is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

Agreement No. _____

JOINT-USE AGREEMENT
STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION
AND DEVELOPMENT

This agreement is made and entered into on the _____ day of _____, 2024, by and between the Department of Transportation and Development, hereinafter referred to as "DOTD" and the St. Charles Parish hereinafter referred to as "Lessee".

WITNESSETH:

That DOTD for and in consideration of the covenants, conditions, agreements and stipulations of Lessee expressed does hereby agree to allow Lessee to use the land and airspace of State Highway I-310 within the limits of the State Project No. 450-38-0003 as shown on the attached drawings marked "Exhibit B" for a term of (5) years which will be automatically renewed each 5 years unless terminated by one or other of the parties.

The premises shall be used during the tenancy hereof exclusively for the purpose of allowing A dog park and affiliated structures, with ingress and egress and Lessee agrees that no income will be generated by the proposed use.

The premises to be used by Lessee are more particularly described in "Exhibit A".

This agreement is granted subject to the following general conditions as applicable unless clearly inappropriate:

(1) The use of the premises shall conform in all respects to Title 23, Code of Federal Regulations, Section 710, Subpart D, "Real Property Management." It is clearly understood that the use permitted under this Joint-Use Agreement shall be unconditionally subject and subordinate to the right of DOTD to use the land for highway and other transportation purposes. Vehicular access to the area described in this Agreement directly from the established grade line of an Interstate Highway is specifically prohibited.

The airspace of this Agreement located below and within ten (10) feet of elevated structures, shall not extend above a point one (1) foot lower in elevation than the bottom of the structure, and

shall include the bottom of steel and concrete girders, pile caps, etc., as applicable.

(2) Vehicles used or designed for the transportation of gasoline or petroleum products shall not be permitted on the premises; nor shall flammables (liquids, gases and solids), as well as explosives, bulk storage of gasoline, or petroleum products, be permitted on the premises.

(3) Structures authorized to occupy the airspace will be of fireproof construction, as defined by the provisions of the applicable building codes, and will not be used for the manufacture of inflammable material, or for the storage of materials, or other purposes deemed by DOTD or Federal Highway Administration to be a potential fire or other hazard to the highway. The operation and maintenance of the space will be subject to regulation by DOTD to protect against fire or other hazard impairing the use, safety and appearance of the highway. Lessee shall, at its sole expense, keep and maintain the premises free of all grass, weeds, debris and inflammable materials of every description, and at all times the premises shall be kept in an orderly, clean, safe and sanitary condition. A high standard of cleanliness, consistent with the location of the area as an adjunct of the State of Louisiana Highway System will be required.

(4) No improvements shall be placed in, or upon the premises and no alterations shall be made on, in or upon said premises without the consent and approval of DOTD and Federal Highway Administration obtained, in writing, under penalty of cancellation of the Agreement.

(5) Lessee shall be liable and responsible for all costs or expenses incurred in the construction, operation and maintenance of the facilities permitted hereunder including, but not limited to, assessments, taxes and utilities.

(6) On-premise signs, displays, or devices may be authorized by DOTD, but shall be restricted to those indicating ownership and type of activity being conducted in the facility to occupy the airspace and shall be subject to reasonable restrictions with respect to number, size, location and design by regulation of DOTD, subject to the Federal Highway Administration approval.

(7) Lessee shall secure all necessary permits required in connection with operations on the premises and shall comply with all Federal, State and Local statutes; ordinances, or regulations which may affect, in any respect, Lessee's use of the premises.

(8) Lessee, at Lessee's own cost and expense, shall maintain said premises, including all driveways, fences and guardrail, heretofore or hereafter erected, subject to the approval thereof by DOTD. Lessee shall take all steps necessary to effectively protect the fences and guardrail, and the piers and columns of the bridge from damage incident to Lessee's use of such premises, all without

expense to DOTD. Lessee shall be liable to and shall reimburse DOTD for any damage to DOTD owned fences, guardrail, piers, or columns in any way resulting from or attributable to the use and occupancy of said premises by Lessee or any person entering upon the same with the consent of Lessee, expressed or implied. Any future proposed plans for driveways, fence openings, wheel rails, landscaping, surfacing and lighting shall be filed with and approved by DOTD prior to the commencement of any work hereunder by Lessee, all at Lessee's expense. There shall be no attachment to existing structures. Existing drainage patterns shall be maintained and positive drainage shall be provided in the area at all times. Fence damage shall be repaired in-kind.

(9) Lessee shall occupy and use said premises at its own risk and expense, including any and all claims for damage to property, or injury to, or death of, any person entering upon same with Lessee's consent, expressed or implied.

(10) Lessee through the State of Louisiana, Office of Risk Management is self-insured for general liability for bodily injury, personal injury, and property damage. Coverage includes the airspace facilities authorized in this Agreement; to provide for the payment of any damages occurring to the highway facility and to the public for personal injury, loss of life and property damage resulting from Lessee's use of the premises.

(11) Title and control of the area of right-of-way involved will remain with DOTD. DOTD specifically reserves the right of entry by any authorized officer, engineer, employee, contractor or agent of DOTD for the purpose of inspecting said premises, or doing of any and all acts necessary or proper on said premises in connection with protection, maintenance, painting, and operation of structures and appurtenances; provided further that DOTD reserves the right, at its discretion, to immediate entry upon the premises and to take immediate possession of the same only in case of any national or other emergency, or for the purpose of preventing sabotage, and for the protection of said structures, and during said period Lessee shall be relieved from the performance of all conditions or covenants specified herein.

(12) DOTD hereby covenants and agrees with Lessee that Lessee, shall at all times during its tenancy peaceably and quietly have, hold and enjoy the premises, without suit, trouble, or hindrance from DOTD: provided, however, and it is further agreed, that if Lessee shall not perform and fulfill each and every one of the conditions and covenants herein contained to be performed by Lessee; or if Lessee discontinues use of the premises for more than a continuous 60-day period; or if

Lessee attempts to sell or assign these premises without written consent of DOTD; said act or acts of omission or commission may, at the option of DOTD, constitute a forfeiture of all rights under, the voiding of, and the ending of the term of this Agreement, and the further occupancy of said premises after such forfeiture by Lessee shall be deemed held and taken as a forcible detainer thereof by Lessee; and said DOTD may, without notice, re-enter and take possession thereof, and with or without force and with or without legal process, evict and dispossess Lessee from said premises; and if any suit be brought by DOTD against Lessee for breach of any condition or covenant herein contained by Lessee or any summary action be brought by said DOTD for forfeiture of this Agreement or to recover possession of said premises, Lessee agrees to pay reasonable attorney's fees and costs for commencing and prosecuting said action in an amount which shall be ascertained and fixed by the Court.

(13) In the event of the termination of this Agreement by the expiration thereof, or for any other reason, Lessee will peaceably and quietly leave, surrender, and yield up to DOTD all and singular DOTD-owned premises with said appurtenances and fixtures in good order, condition and repair, reasonable use and wear thereof, and damage by earthquake, fire, and public calamity, by the elements, by act of God, or by circumstances over which Lessee has no control, excepted. Any signs or other appurtenances placed on DOTD-owned premises pursuant to any provision hereof are the personal property of Lessee and shall be removed by Lessee upon the termination of the Agreement and said premises shall be restored to its previous condition with the exception of surfacing, wheel rails, and column guards, all at the expense of Lessee; provided, that if any signs or other appurtenances are not so removed after thirty (30) days written notice from DOTD to Lessee, DOTD may proceed to remove the same, and to restore the said premises, and Lessee shall pay DOTD upon demand, the reasonable cost and expense of such removal and restoration; or DOTD may, in its absolute discretion, elect to declare the same the property of DOTD whereupon all right, title and interest of Lessee shall terminate.

(14) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed or amended by mutual consent of the parties hereto, all subject to the prior approval of the Federal Highway Administration.

(15) Lessee agrees to adequately maintain and police these facilities at all times to the satisfaction of DOTD and the Federal Highway Administration.

(16) Lessee shall not lease or subcontract operations on the premises except with the prior written approval of DOTD and the Federal Highway Administration.

(17) The terms and provisions of this Agreement shall extend to, be binding upon and inure to the benefit of any approved successor or assignee of Lessee.

(18) The use of the premises shall be in compliance with Title 49, Code of Federal Regulations, Part 21 “Non-discrimination in Federally-assisted Programs.”

(19) The property covered in this Joint Use Agreement was acquired by the Louisiana Department of Transportation and Development (DOTD) for use in highway construction and has been determined to have no significant use as or plans for use as a park, recreation, or wildlife and waterfowl purpose as described in Section 4(f) (49 U. S. C. 303). This agreement does not create a long-term right, and therefore any park or recreational activity would be temporary pending a future highway or transportation need. Section 4(f) (49 U.S.C. 303) funding sources may not be used for any properties associated with this agreement.

(20) Notwithstanding anything herein contained to the contrary, this Agreement may be terminated at any time by Lessee upon ninety (90) days prior notice, in writing, and by DOTD upon ninety (90) days prior notice, in writing, but in no event prior to one (1) year after execution, unless under provisions as provided above. In the event of cancellation by DOTD, said notice shall be served upon St. Charles Parish at 15045 River Road, Hahnville, LA 70057

In the event of cancellation by Lessee said notice shall be served on DOTD at Post Office Box 94245, Baton Rouge, Louisiana 70804-9245. In the event of breach of any of the above nondiscrimination covenants, DOTD shall have the right to terminate the lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if this agreement had never been made or issued.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto of the date herein first above written.

St. Charles Parish

BY: _____
Matthew Jewell (Print)
Parish President (Title)

DATE

DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT

BY: _____
Tim Hutchinson, P.E.
Right-of-Way Permit Engineer

DATE

APPROVED BY: _____
FEDERAL HIGHWAY ADMINISTRATION DATE _____



EXHIBIT A

CASSANDRA POCHE
President

CHAD M. POCHE, P.E.
Executive Vice President

RALPH P. FONTCUBERTA, JR., PLS
Executive Vice President

LEGAL DESCRIPTION

October 5, 2020

Project Number: 10087 Phase 1
Project Name: Proposed Roadway Extension & Dog Park Near Ashton Plantation, Luling, LA

A PORTION OF GROUND DESIGNATED AS PHASE 1 IS LOCATED WITHIN THE INTERSTATE 310 RIGHT-OF-WAY WITHIN THE CITY OF LULING, PARISH OF ST. CHARLES LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT (POC A), WHICH IS A 1/2" IRON ROD FOUND AT THE WESTERLY RIGHT-OF-WAY FOR INTERSTATE 310 AND AT THE SOUTHEASTERLY CORNER OF LOT 2A OF THE ESPERANZA BUSINESS PARK PHASE 1, ALSO THE POINT OF BEGINNING (POB 1);

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 172.22 FEET, A RADIUS OF 1105.42 FEET, A DELTA ANGLE OF 8°55'36", A CHORD BEARING OF N45°43'14"E, AND A CHORD LENGTH OF 172.05 FEET;

THENCE N27°59'24"E A DISTANCE OF 61.29 FEET;

THENCE S56°22'00"E A DISTANCE OF 271.84 FEET;

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 58.38 FEET, A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 18°34'58", A CHORD BEARING OF S65°39'29"E, AND A CHORD LENGTH OF 58.12 FEET;

THENCE S27°54'31"W A DISTANCE OF 217.76 FEET;

THENCE N59°39'43"W A DISTANCE OF 381.55 FEET;

BACK TO THE POINT OF BEGINNING. ALTOGETHER CONTAINING 1.739 ACRES (75,739 SQUARE FEET), MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY CONTAIN 1.739 ACRES (75,739 SQUARE FEET), MORE OR LESS. ALL AS SHOWN ON THE ATTACHED SURVEY BY BFM CORPORATION, FILE #9413, PROJECT #10087, DATED NOVEMBER 21, 2016 AND BEING LAST REVISED OCTOBER 5, 2020. BEARINGS ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83.

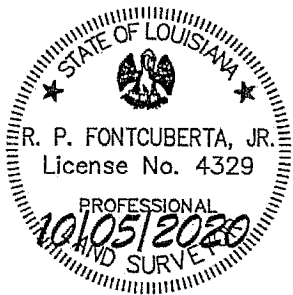




EXHIBIT A

CASSANDRA POCHE
President

CHAD M. POCHE, P.E.
Executive Vice President

RALPH P. FONTCUBERTA, JR., PLS
Executive Vice President

LEGAL DESCRIPTION

October 5, 2020

Project Number: 10087 Phase 2

Project Name: Proposed Roadway Extension & Dog Park Near Ashton Plantation, Luling, LA

A PORTION OF GROUND DESIGNATED AS PHASE 2 IS LOCATED WITHIN THE INTERSTATE 310 RIGHT-OF-WAY WITHIN THE CITY OF LULING, PARISH OF ST. CHARLES LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT (POC A), WHICH IS A 1/2" IRON ROD FOUND AT THE WESTERLY RIGHT-OF-WAY FOR INTERSTATE 310 AND AT THE SOUTHEASTERLY CORNER OF LOT 2A OF THE ESPERANZA BUSINESS PARK PHASE 1; PROCEED THENCE S59°39'43"E A DISTANCE OF 381.55 FEET TO THE POINT OF BEGINNING (POB 2), WHICH IS A 5/8" IRON ROD SET;

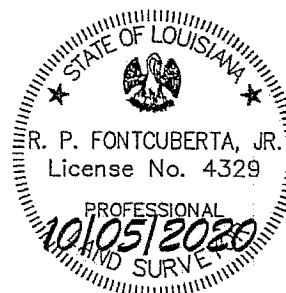
THENCE N27°54'31"E A DISTANCE OF 217.76 FEET;

THENCE S74°56'58"E A DISTANCE OF 361.33 FEET;

THENCE S28°47'05"W A DISTANCE OF 124.36 FEET;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 481.79 FEET, A RADIUS OF 220.00 FEET, A DELTA ANGLE OF 125°28'26", A CHORD BEARING OF N88°28'42"W, AND A CHORD LENGTH OF 391.12 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 2.141 ACRES (93,263 SQUARE FEET), MORE OR LESS. ALL AS SHOWN ON THE ATTACHED SURVEY BY BFM CORPORATION, FILE #9413, PROJECT #10087, DATED NOVEMBER 21, 2016 AND BEING LAST REVISED OCTOBER 5, 2020. BEARINGS ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83.



15 Veterans Memorial Boulevard • Kenner, La 70062
(504) 468-8800 • FAX (504) 467-0065 • E-Mail: bfmcorp@bfmcorporation.com • 1-800-349-8800
www.bfmcorporation.com



EXHIBIT A

CASSANDRA POCHE
President

CHAD M. POCHE, P.E.
Executive Vice President

RALPH P. FONTCUBERTA, JR., PLS
Executive Vice President

LEGAL DESCRIPTION

October 5, 2020

Project Number: 10087 Phase 3A

Project Name: Proposed Roadway Extension & Dog Park Near Ashton Plantation, Luling, LA

A PORTION OF GROUND DESIGNATED AS PHASE 3A IS LOCATED WITHIN THE INTERSTATE 310 RIGHT-OF-WAY WITHIN THE CITY OF LULING, PARISH OF ST. CHARLES LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT (POC C), BEING THE POINT OF BEGINNING (POB 4), WHICH IS A 1/2" IRON ROD FOUND AT THE EASTERLY RIGHT-OF-WAY OF INTERSTATE 310 AND THE NORTHERLY RIGHT-OF-WAY OF LOT SCH-2;

PROCEED THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 34.50 FEET, A RADIUS OF 308.00 FEET, A DELTA ANGLE OF 6°25'07", A CHORD BEARING OF N71°44'25"W, AND A CHORD LENGTH OF 34.49 FEET TO A 5/8" IRON ROD SET;

THENCE N74°56'58"W A DISTANCE OF 535.55 FEET TO A 5/8" IRON ROD SET;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 58.38 FEET, A RADIUS OF 180.00 FEET, A DELTA ANGLE OF 18°34'58", A CHORD BEARING OF N65°39'29"W, AND A CHORD LENGTH OF 58.12 FEET TO A 5/8" IRON ROD SET;

THENCE N56°22'00"W A DISTANCE OF 271.84 FEET TO A 5/8" IRON ROD SET;

THENCE N27°59'24"E A DISTANCE OF 80.39 FEET TO A 5/8" IRON ROD SET;

THENCE S56°22'00"E A DISTANCE OF 279.75 FEET TO A 5/8" IRON ROD SET;

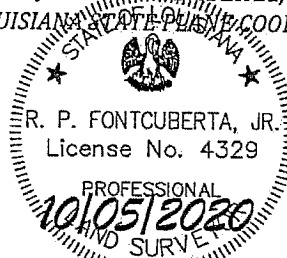
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 32.43 FEET, A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°34'58", A CHORD BEARING OF S65°39'29"E, AND A CHORD LENGTH OF 32.29 FEET TO A 5/8" IRON ROD SET;

THENCE S74°56'58"E A DISTANCE OF 535.55 FEET TO A 5/8" IRON ROD SET;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 46.91 FEET, A RADIUS OF 388.00 FEET, A DELTA ANGLE OF 6°55'37", A CHORD BEARING OF S71°29'09"E, AND A CHORD LENGTH OF 46.88 FEET TO A 5/8" IRON ROD SET;

THENCE S23°56'04"W A DISTANCE OF 80.06 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 1.648 ACRES (71,797 SQUARE FEET), MORE OR LESS. ALL AS SHOWN ON THE ATTACHED SURVEY BY BFM CORPORATION, FILE #9413, PROJECT #10087, DATED NOVEMBER 21, 2016 AND BEING LAST REVISED OCTOBER 5, 2020. BEARINGS ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83.



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www.bfmcorporation.com



EXHIBIT A

CASSANDRA POCHE
President

CHAD M. POCHE, P.E.
Executive Vice President

RALPH P. FONTCUBERTA, JR., PLS
Executive Vice President

LEGAL DESCRIPTION

October 5, 2020

Project Number: 10087 Phase 3B

Project Name: Proposed Roadway Extension & Dog Park Near Ashton Plantation, Luling, LA

A PORTION OF GROUND DESIGNATED AS PHASE 3B IS LOCATED WITHIN THE INTERSTATE 310 RIGHT-OF-WAY WITHIN THE CITY OF LULING, PARISH OF ST. CHARLES LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT (POC B), WHICH IS A 5/8" IRON ROD FOUND AT THE WESTERLY RIGHT-OF-WAY OF ASHTON PLANTATION BOULEVARD AND THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; PROCEED THENCE S21°25'23"W A DISTANCE OF 151.81 FEET TO THE POINT OF BEGINNING (POB 3), WHICH IS A 5/8" IRON ROD SET;

THENCE S21°25'32"W A DISTANCE OF 128.17 FEET TO A 5/8" IRON ROD FOUND;

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 97.93 FEET, A RADIUS OF 652.33 FEET, A DELTA ANGLE OF 8°36'05", A CHORD BEARING OF S17°33'21"W, AND A CHORD LENGTH OF 97.84 FEET TO A 5/8" IRON ROD SET;

THENCE N6°54'17"W A DISTANCE OF 21.14 FEET TO A 5/8" IRON ROD SET;

THENCE N28°29'13"W A DISTANCE OF 170.00 FEET TO A SET 5/8" IRON ROD;

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 215.25 FEET, A RADIUS OF 308.00 FEET, A DELTA ANGLE OF 40°02'34", A CHORD BEARING OF N48°30'35"W, AND A CHORD LENGTH OF 210.90 FEET TO A 5/8" IRON ROD SET;

THENCE N23°56'04"E A DISTANCE OF 80.06 FEET TO A 5/8" IRON ROD SET;

THENCE ALONG A CURVE TO THE RIGHT, WITH AN ARC LENGTH OF 267.72 FEET, A RADIUS OF 388.00 FEET, A DELTA ANGLE OF 39°32'03", A CHORD BEARING OF S48°15'19"E, AND A CHORD LENGTH OF 262.44 FEET TO A 5/8" IRON ROD SET;

THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 111.68 FEET, A RADIUS OF 49.83 FEET, A DELTA ANGLE OF 128°24'26", A CHORD BEARING OF N87°25'44"E, AND A CHORD LENGTH OF 89.73 FEET; BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 0.764 ACRES (33,267 SQUARE FEET), MORE OR LESS. ALL AS SHOWN ON THE ATTACHED SURVEY BY BFM CORPORATION, FILE #9413, PROJECT #10087, DATED NOVEMBER 21, 2016 AND BEING LAST REVISED OCTOBER 5, 2020. BEARINGS ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83.



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EXHIBIT A

CASSANDRA POCHE
President

CHAD M. POCHE, P.E.
Executive Vice President

RALPH P. FONTCUBERTA, JR., PLS
Executive Vice President

LEGAL DESCRIPTION

October 5, 2020

Project Number: 10087 Phase 4
Project Name: Proposed Roadway Extension & Dog Park Near Ashton Plantation, Luling, LA

A PORTION OF GROUND DESIGNATED AS PHASE 4 IS LOCATED WITHIN THE INTERSTATE 310 RIGHT-OF-WAY WITHIN THE CITY OF LULING, PARISH OF ST. CHARLES LOUISIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT (POC A) WHICH IS A 1/2" IRON ROD FOUND AT THE WESTERLY RIGHT-OF-WAY FOR INTERSTATE 310 AND AT THE SOUTHEASTERLY CORNER OF LOT 2A OF THE ESPERANZA BUSINESS PARK PHASE 1; PROCEED ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 172.22 FEET, A RADIUS OF 1,105.42 FEET, A DELTA ANGLE OF 8°55'36", A CHORD BEARING OF N45°43'14"E, AND A CORD LENGTH OF 172.05 FEET; THENCE N27°59'24"E A DISTANCE OF 61.29 FEET TO THE POINT OF BEGINNING (POB 5), WHICH IS A 5/8" IRON ROD SET;

THENCE N27°59'24"E A DISTANCE OF 45.08 FEET TO A 5/8" IRON ROD SET;

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 880.75 FEET, A RADIUS OF 17,257.35 FEET, A DELTA ANGLE OF 2°55'27", A CHORD BEARING OF S65°49'13"E AND A CHORD LENGTH OF 880.65 FEET TO A POINT;

THENCE S23°56'04"W A DISTANCE OF 1.42 FEET TO A 5/8" IRON ROD SET;

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 46.91 FEET, A RADIUS OF 388.00 FEET A DELTA ANGLE OF 6°55'37", A CHORD BEARING OF N71°29'09"W AND A CHORD LENGTH OF 46.88 FEET TO A 5/8" IRON ROD SET;

THENCE N74°56'58"W A DISTANCE OF 535.55 FEET TO A 5/8" IRON ROD SET;

THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 32.43 FEET, A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°34'58", A CHORD BEARING OF N65°39'29"W AND A CHORD LENGTH OF 32.29 FEET TO A 5/8" IRON ROD SET;

THENCE N56°22'00"W A DISTANCE OF 279.75 FEET BACK TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PROPERTY CONTAINS 1.014 ACRES (44,167 SQUARE FEET), MORE OR LESS. ALL AS SHOWN ON THE ATTACHED SURVEY BY BFM CORPORATION, FILE #9413, PROJECT #10087, DATED NOVEMBER 21, 2016 AND BEING LAST REVISED OCTOBER 5, 2020. BEARINGS ARE REFERENCED TO THE LOUISIANA STATE PLANE COORDINATE SYSTEM SOUTH ZONE, NAD 83.



EXHIBIT B

TRACT 8
ST. CHARLES
PARISH

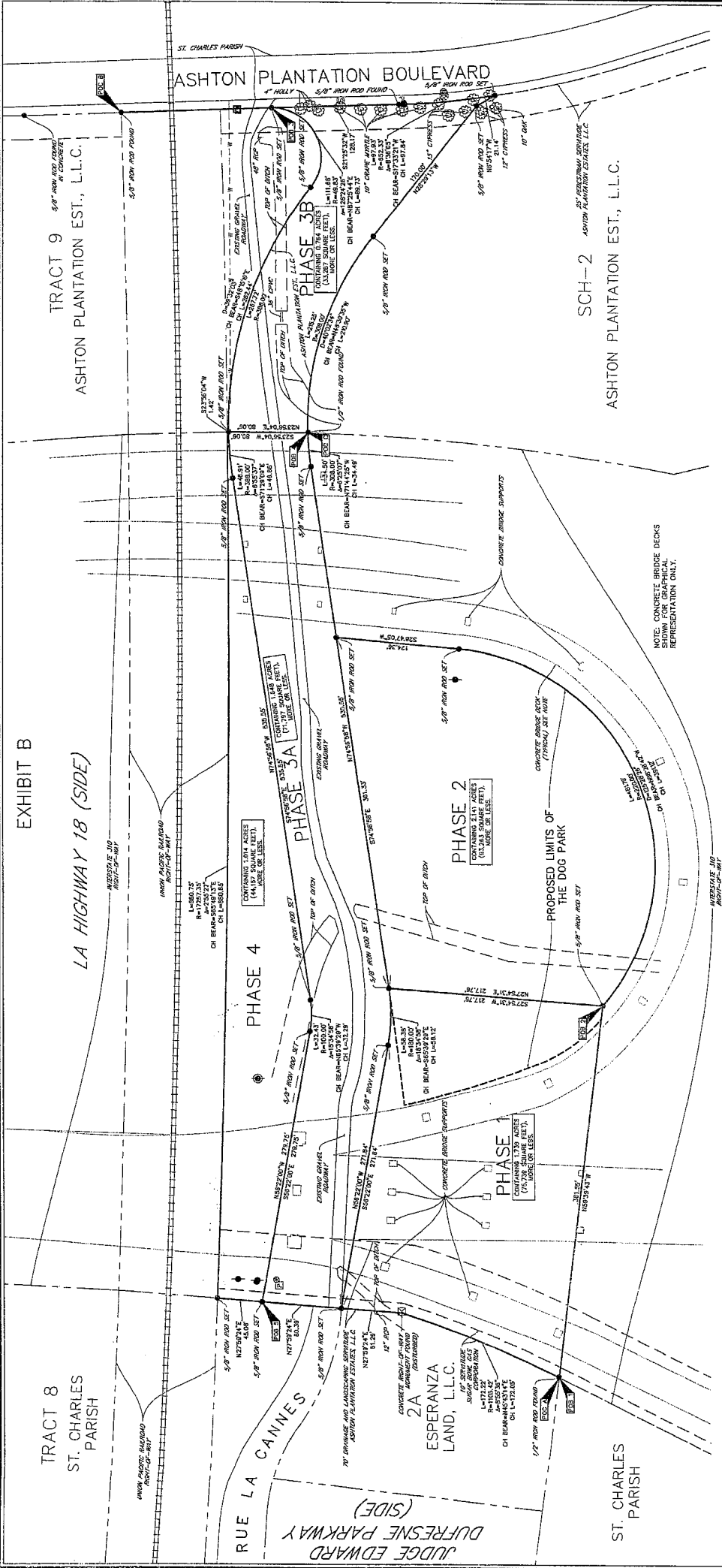
LA HIGHWAY 18 (SIDE)

TRACT 9
ASHTON PLANTATION EST., L.L.C.

ASHTON PLANTATION BOULEVARD

SCH-2
ASHTON PLANTATION EST., L.L.C.

ST. CHARLES
PARISH



A RESUBDIVISION OF
A PORTION OF GROUND FOR
PROPOSED DOG PARK AND ROAD EXTENSION
CITY OF LUNING, PARISH OF ST. CHARLES
LOUISIANA

DESTREHAN PUBLIC WORKS DEPARTMENT

BPM
CORPORATION LLC



REV.	DESCRIPTION	DATE	BY	CHKD.
1	PHASE 3 & 4, SHOW BRIDGE DECKS	12/22/16	PT	THD
2	CREATE PHASE 1, LABEL BEARING AND DISTANCES AND WATER MARK, BEARING AND DISTANCES AND WATER MARK, BEARING AND DISTANCES AND WATER MARK, BEARING AND DISTANCES AND	1/21/17	WAK	CL
3	ADDED PROPOSED DOG PARK LIMITS	1/25/17	PT	CL

GRID NORTH
NAD 83
UTM ZONE 18N
Easting: 650,000
Northing: 1,600,000



GRAPHIC SCALE



V-101
1 OF 1

2024-0188

INTRODUCED BY: **MATTHEW JEWELL, PARISH PRESIDENT**
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1 for the Primrose Canal Cleaning and Improvements – Phase 1A (Project No. P210202), to increase the contract amount by \$166,603.23.

WHEREAS, Ordinance No. 21-3-2 adopted March 15, 2021, by the St. Charles Parish Council, approved and authorized the execution of a professional services agreement with Bryant Hammett & Associates, LLC for providing all necessary surveying services for the Primrose Canal Cleaning and Improvements Project (P210202), in the lump sum amount of \$39,810.00; and,

WHEREAS, Ordinance No. 22-3-11 adopted March 21, 2022, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with C. H. Fenstermaker & Associates, LLC, to perform engineering services for Primrose Canal Cleaning and Improvements (Project No. P210202), in the not to exceed amount of \$637,824.00; and,

WHEREAS, Ordinance No. 23-11-4 adopted November 6, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 21-3-2, which approved the Professional Services Agreement with Bryant Hammett & Associates, LLC for providing all necessary surveying services for the Primrose Canal Cleaning and Improvements (Parish Project No. P210202); and,

WHEREAS, Ordinance No. 23-12-11 adopted December 18, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Omega Foundation Services, Inc., for Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202) in the amount of \$2,757,000.00; and,

WHEREAS, Ordinance No. 24-1-1 adopted January 9, 2024, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Primrose Canal Cleaning and Improvements (Project No. P210202), in the not to exceed amount of \$26,000.00; and,

WHEREAS, it is necessary to amend the construction contract to include the price increase of the steel sheet piles supplied for this project from August 2023 to February 2024, as the procurement was delayed due to the legal actions taken upon St. Charles Parish by the second lowest bidder, resulting in an increase to the contract amount by \$166,603.23.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 1 for the Primrose Canal Cleaning and Improvements - Phase 1A (Project No. P210202), to increase the contract amount by \$166,603.23 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:

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

SECTION 00806

CHANGE ORDER

No. 001

DATE OF ISSUANCE 5/3/24 EFFECTIVE DATE _____

OWNER St. Charles Parish
CONTRACTOR Omega Foundation Services
Contract: Primrose Canal Cleaning & Improvements – Phase 1A
Project: Primrose Canal Cleaning & Improvements – Phase 1A
OWNER's Contract No. P210202 ENGINEER's Contract No. 2224838.00C
ENGINEER C. H. Fenstermaker & Associates, L.L.C.

You are directed to make the following changes in the Contract Documents:
Description: *See attached example on how to fill in this information*
1. Delete the Following Work Items: N/A
2. Add the Following Work Items:
 a. New Contract Item #: X-001 – Steel Sheet Pile Price Adjustment
 Addition of \$ 166,603.23 (L.S.). See attached quotes and purchase order.
Total of Added Work Items = (+\$166,603.23)
3. Revise the Following Work Item Quantities: N/A

Reason for Change Order: List a reason for each Line Item listed above. *See attached example on how to fill in this information*
1. Deleted Work Items
 a. N/A
2. Add Work Items
 a. The line item “Steel Sheet Pile Price Adjustment” will be added to the contract to reimburse the contractor for an increase of cost for material from the original bid date. The project was originally bid in August 2023, while a material Notice to Proceed was not given until February 2024. During this period the price for the sheet pile material increased \$224.04 per ton and \$223.50 per ton for the sheet pile bent corners. Please see the attached exhibits for backup documentation supporting this increase in prices.
3. Revise Work Item Quantities
 a. N/A

Attachments:
1. Exhibit A – Samuel, Sons and Co. 8-31-2023 Quote
2. Exhibit B – Samuel, Sons and Co. 2-12-2024 Quote/Purchase Order
3. Exhibit C – Sheet Pile Price Adjustment Calculations

CHANGE IN CONTRACT PRICE:
Original Contract Price <u>\$2,757,000.00</u>
Net Increase (Decrease) from previous Change Orders No. ____ to ____: <u>\$N/A</u>
Contract Price prior to this Change Order: <u>\$2,757,000.00</u>
Net increase (decrease) of this Change Order: <u>\$166,603.23</u>
Contract Price with all approved Change Orders: <u>\$2,923,603.23</u>

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ July 12, 2024 Ready for final payment: _____ August 26, 2024 (days or dates)
Net change from previous Change Orders No. ____ to No. ____: Substantial Completion: _____ N/A Ready for final payment: _____ N/A (days)
Contract Times prior to this Change Order: Substantial Completion: _____ N/A Ready for final payment: _____ N/A (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: _____ N/A Ready for final payment: _____ N/A (days)
Contract Times with all approved Change Orders: Substantial Completion: _____ July 12, 2024 Ready for final payment: _____ August 26, 2024 (days or dates)

RECOMMENDED:

APPROVED:

ACCEPTED:

By: [Signature]
ENGINEER (Authorized Signature)

By: _____
OWNER (Authorized Signature)

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 5/3/24

Date: _____

Date: 5/3/24

Exhibit A

Samuel, Sons and Co. 8-31-2023 Quote



Samuel, Son & Co. (USA), Inc.
945 Center Street
Green Cove Springs, FL 32043
(904) 287-8000 Fax (904) 529-7757
www.rollformgroup.com

QUOTATION

PAGE 1 of 1
Project: Primrose Canal Cleaning and Improvements - Phase 1A
Location: Luling, LA

Customer: Omega-Foundations
Attn: Mr. Keith Poret
Phone:
Fax:
Cell:
Email:

Date:	8/31/2023		
Inquiry Date:			
Proposed Ship Date:	6-10 Weeks, ARO		
Terms:	Net 30	Shipped Via:	Truck
F.O.B.:	Ship Point		
PPD:	Collect:	XX	
Bid Date:			
Sales Person:	Douglas Hoff		

Here is our quotation on the products named, subject to the conditions noted:
Prices are based on costs and conditions existing on date of quotation and are subject to changes by the Seller before final acceptance. Typographical errors are subject to correction. Unless otherwise specified, all sales/rentals are subject to all applicable sales and use taxes.

QUANTITY	DESCRIPTION	PRICE	PER	AMOUNT
Option A 598pcs 1,445.17 WF	Sale of Line item #05121-01; Cold Formed Alternative 1 for AZ-26; 50600 SF New DZ-105 Steel Sheet Piling; ASTM A572 GR. 50; 35' Lengths; 671.8530 tons	\$1,247.96	Ton	\$838,445.67
4 each	New DZ-105 Bent Corner; ASTM A572 GR 50; 4 @ 35' Lengths; 4.494 Tons	\$2,370.00	Ton	\$10,650.78
Option 1 40,664.00 SF	2 COATS Tnemec Series 90G-1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mils at 2.5-3.5 dry mils Top 10' Lengths; Both sides of ALL DZ-105 Pieces	\$6.28	SF	\$255,369.92
Option 2 40,664.00 SF	2 COATS of the equivalent Sherwin-Williams system Top 10' Lengths; Both sides of ALL DZ-105 Pieces	\$6.02	SF	\$244,897.04
1,303 LF	Bent PL 5/16" THK x 4 1/2" x 22" x 4 1/2" ASTM A572 Gr. 50 20' Lengths; 21.9637 tons	\$1,550.00	Ton	\$34,043.74
Option 1 6,801 SF	2 COATS Tnemec Series 90G-1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mils at 2.5-3.5 dry mils	\$6.28	SF	\$42,710.28
Option 2 6,801 SF	2 COATS of the equivalent Sherwin-Williams system	\$6.62	SF	\$45,022.62
	Freight Charge: 30 total loads	\$2,000.00	LD	\$60,000.00
Notes:				

Freight Charge: Please See Above Note: Sales Taxes are not Charged on Freight Steel Prices are subject to mill and freight charge increases.				
Vendor makes no warranty of any kind, expressed or implied, concerning the properties, merchantability or fitness for a particular use of the products herein. Vendee acknowledges that it relied on its own judgement and expertise in choosing the equipment or material.				
Quote Valid for 15 Days		Presented By: Douglas Hoff		
Above prices do not include applicable sales and use taxes. Please sign in the space provided below to indicate your acceptance and approval of the above, returning a copy by email.		Accepted By:		
		Date:		

Exhibit B

Samuel, Sons and Co. 2-12-2024
Quote/Purchase Order



PURCHASE ORDER

OMEGA FOUNDATION SERVICES, INC
1103 Hwy 19
Slaughter, LA 70777
225-244-6564

DATE: 2/12/2024
P.O. # 146-215
Project # 146

PROJECT NAME: Primrose Canal

VENDOR: Samuel, Son and Co. Inc.
945 Center Street
Green Cove Springs, FL 32043
SHIP TO: Omega Foundation Services
1103 Hwy 19
Slaughter, LA 70777

REQUISITIONER	SHIP VIA	F.O.B.	SHIPPING TERMS

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
001	New DZ-105 Steel Sheet Piling; ASTM A572 GR. 50; 35' Lengths; 671.853 tons	671.853	Tons	\$ 1,472.00	988,967.62
002	New DZ-105 Bent Corner; ASTM A572 GR 50; 4@ 35' lengths ; 4.494 tons	4.494	Tons	\$ 2,593.50	11,655.19
003	2 COATS Tnemec Series 90G-1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mils at 2.5-3.5 dry mils Top 10' Lengths; Both sides of ALL DZ-105 Pieces	40664	SF	\$ 6.28	255,369.92
004	Bent PL 5/16" THK x 4 1/2" x 22" x 4 1/2" ASTM A572 Gr. 50 20' Lengths; 21.9637 tons - Includes CTE Coating	21.9637	Tons	\$ 1,550.00	34,043.74
005	2 COATS Tnemec Series 90G-1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mils at 2.5-3.5 dry mils	6801	SF	\$ 6.28	42,710.28
006	Freight Charge: 30 total loads	30	EA	\$ 2,000.00	60,000.00
					-
					-
					-
					-
					-
					-
					-

SUBTOTAL \$ 1,392,746.74
TAX RATE 9.950%
TAX \$ 138,578.30
DELIVERY
OTHER \$ -
TOTAL \$ 1,531,325.04

Other Comments or Special Instructions

Jeremy Tate 2/12/2024
Authorized by Date

If you have any questions about this purchase order, please contact us at 225-301-7104



Samuel, Son & Co. (USA), Inc.
945 Center Street
Green Cove Springs, FL 32043
(904) 287-8000 Fax (904) 529-7757
www.rollformgroup.com

QUOTATION

PAGE 3 of 3
Project: Primrose Canal Cleaning and Improvements - Phase 1A
Location: Luling, LA

Customer: Omega-Foundations
Attn: Mr. Keith Poret
Phone:
Fax:
Cell:
Email:

Date:	2/12/2024		
Inquiry Date:			
Proposed Ship Date:	6-10 Weeks, ARO		
Terms:	Net 30	Shipped Via:	Truck
F.O.B.:	Ship Point		
PPD:	Collect:	XX	
Bid Date:			
Sales Person:	Douglas Hoff		

Here is our quotation on the products named, subject to the conditions noted:
Prices are based on costs and conditions existing on date of quotation and are subject to changes by the Seller before final acceptance. Typographical errors are subject to correction. Unless otherwise specified, all sales/rentals are subject to all applicable sales and use taxes.

QUANTITY	DESCRIPTION	PRICE	PER	AMOUNT
Option A 598pcs 1,445.17 WF	Sale of Line item #05121-01: Cold Formed Alternative 1 for AZ-26; 50600 SF New DZ-105 Steel Sheet Piling; ASTM A572 GR. 50; 35' Lengths; 671.8530 tons	\$1,472.00	Ton	\$988,967.62
4 each	New DZ-105 Bent Corner; ASTM A572 GR 50; 4 @ 35' Lengths; 4.494 Tons	\$2,593.50	Ton	\$11,655.19
Option 1 40,664.00 SF	2 COATS Tnemec Series 90G-1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mills at 2.5-3.5 dry mills Top 10' Lengths; Both sides of ALL DZ-105 Pieces	\$6.28	SF	\$255,369.92
Option 2 40,664.00 SF	2 COATS of the equivalent Sherwin Williams Top 10' Lengths; Both sides of ALL DZ-105 Pieces	\$6.00	SF	\$243,984.00
1,303 LF	Bent PL 5/16" THK x 4 1/2" x 22" x 4 1/2" ASTM A572 Gr. 50 20' Lengths; 21.9637 tons - Includes CTE Coating	\$1,550.00	Ton	\$34,043.74
Option 1 6,801 SF	2 COATS Tnemec Series 90G-1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mills at 2.5-3.5 dry mills	\$6.28	SF	\$42,710.28
Option 2 6,801 SF	2 COATS of the equivalent Sherwin Williams	\$6.00	SF	\$40,806.00
	Freight Charge: 30 total loads	\$2,000.00	LD	\$60,000.00

Notes:

Freight Charge: Please See Above Note: Sales Taxes are not Charged on Freight
Steel Prices are subject to mill and freight charge increases.

Vendor makes no warranty of any kind, expressed or implied, concerning the properties, merchantability or fitness for a particular use of
the products herein. Vendee acknowledges that it relied on its own judgement and expertise in choosing the equipment or material.

Quote Valid for 15 DaysPresented By: Douglas Hoff

Above prices do not include applicable sales and use taxes. Please sign in the space provided
below to indicate your acceptance and approval of the above, returning a copy by email.

Accepted By:
Date:

Exhibit C

Sheet Pile Price Adjustment Calculations

Original Quote					Purchase Order					Difference
Item	Quantity	Per	Unit Price	Amount	Item	Quantity	Per	Unit Price	Amount	
New Dz-105 Steel Sheet Piling; ASTM a572 GR 50; 35' Lengths	671.853	TON	\$1,247.96	\$838,445.67	New Dz-105 Steel Sheet Piling; ASTM a572 GR 50; 35' Lengths	671.853	TON	\$ 1,472.00	\$988,967.62	\$ 150,521.95
New DZ-105 Bent Corner; ASTM A572 GR 50; \$ @ 35 length	4.494	TON	\$2,370.00	\$ 10,650.78	New DZ-105 Bent Corner; ASTM A572 GR 50; \$ @ 35 length	4.494	TON	\$ 2,593.50	\$ 11,655.19	\$ 1,004.41
2 COATS Tnemec Series 90G- 1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mils Top 10' lengths, both sides of ALL DZ-105 Pieces	40664	SF	\$ 6.28	\$255,369.92	2 COATS Tnemec Series 90G- 1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mils Top 10' lengths, both sides of ALL DZ-105 Pieces	40664	SF	\$ 6.28	\$255,369.92	\$ -
Bent PL 5/16" THK x 4 1/2" x 22" x 4 1/2" ASTM A572 GR 50 20' Lengths;includes CTE coating	21.9637	TON	\$1,550.00	\$ 34,043.74	Bent PL 5/16" THK x 4 1/2" x 22" x 4 1/2" ASTM A572 GR 50 20' Lengths;includes CTE coating	21.9637	TON	\$ 1,550.00	\$ 34,043.74	\$ -
2 COATS Tnemec Series 90G- 1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mils at 2.5-3.5 dry mils	6801	SF	\$ 6.28	\$ 42,710.28	2 COATS Tnemec Series 90G- 1K97 Tneme-Zinc/46h-413 and Tneme-Tar 16.0-20.0 dry mils at 2.5-3.5 dry mils	6801	SF	\$ 6.28	\$ 42,710.28	\$ -
Freight	30	LOAD	\$2,000.00	\$ 60,000.00	Freight	30	LOAD	\$ 2,000.00	\$ 60,000.00	\$ -
Total w/ Freight										
Subtotal w/o Freight										
Subtotal w/ Freight										
Tax										
Tax Total										
Total w/ Freight										

Contract Amount	\$ 2,757,000.00
Updated Contract Amount	\$ 2,923,603.23

Final Price of CO

2024-0189**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)****ORDINANCE NO. _____**

An ordinance to amend the 2024 Consolidated Operating and Capital Budget, Amendment No. 1, to add revenues and transfers totaling \$37,059,418, an addition of accumulated fund balance of \$48,402,463 and expenditures, including transfers, totaling \$76,373,931 for all Governmental Funds for the purpose of adjusting beginning 2024 fund balances across all funds to match ending 2023 Final Budget balances and to re-apply various construction, architectural/engineering, and other fees unexpended in 2023 for Parish projects that were not completed during 2023 and apply them to 2024.

WHEREAS, the 2024 St. Charles Parish Consolidated Operating and Capital Budget was adopted on November 6, 2023 by Ordinance No. 23-11-1; and amended on January 2, 2024 by Executive Order No. 2024-01; January 2, 2024 by Executive Order No. 2024-02; January 20 2024 by Executive Order No. 2024-03; April 4, 2024 by Executive Order No. 2024-04; April 17, 2024 by Executive Order No. 2024-05; April 18, 2024 by Executive Order No. 2024-06; and,

WHEREAS, the Parish Council has taken under consideration the study of Amendment No. 1 to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2024: to increase beginning General Fund balance by \$19,936,240 and to add Revenues totaling \$11,963,275 as well as expenditures totaling \$29,753,777; to increase the beginning Fund balance in Fund 102 – Parish Transportation by \$224,226 and to increase capital expenditures by \$154,597; to increase beginning Fund balance in Fund 105 –Road Lighting by \$1,338,458 and to add capital expenditures in the amount of \$500,000; to decrease beginning fund balance in Fund 110 – Criminal Court Fund by \$313,277; to increase the beginning Fund balance in Fund 112 by \$6,959,227 and to add revenues including transfers totaling \$21,087,588 and expenditures totaling \$28,711,153 , for construction, architectural/engineering and other fees for: Fund 112 - Roads and Drainage – Paved Streets - Account No.112-420210 capital expenditures in the amount of \$7,009,377; Fund 112 – Roads and Drainage – Sidewalks, Account No. 112-420230 in the amount of \$742,286; Fund 112 – Roads and Drainage Fund – Drainage - Account No. 112-420260 capital expenditures in the amount of \$20,959,490; Fund 113 – Recreation Fund, an increase in beginning Fund Balance totaling \$987,154, an increase in Revenues totaling \$4,008,555, and an increase in Capital Expenditures totaling \$4,315,600; to increase beginning Fund balance in Fund 114 – Mosquito Control by \$131,464; to increase beginning Fund balance in Fund 116 RSVP by \$3,677; to increase beginning Fund balance in Fund 123 – Flood Protection Fund – by \$9,420,107 and to add expenditures of \$10,403,116; to increase Debt Service Funds beginning Fund Balance by \$8,129,587; to increase beginning Fund Balance in Fund 302 – Recreation Facilities Construction Fund by \$10,669; Fund 310 – West Bank Hurricane Protection Levee an increase in beginning Fund Balance totaling \$1,147,768, and an increase for capital expenditures totaling \$1,405,053; to increase beginning Fund balance in Fund 312 – GOMESA Construction Fund by \$423,755 and increase total capital expenditures by \$1,130,635; to increase beginning Fund Balance for Fund 313 LCDBG Public Facilities Construction Fund by \$9; to increase beginning Fund Balance for Fund 316 – Front Foot Assessment Capital Projects Fund by \$3,399, all as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2024 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ST. CHARLES PARISH

GOVERNMENTAL FUNDS

CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT

FISCAL YEAR ENDING DECEMBER 31, 2024

Description	2022				2023				2024		
	Prior Year Actual	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimated Remaining for Year	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed		
REVENUES:											
Taxes:											
Ad Valorem taxes	\$ 30,335,030	\$ 34,364,000	\$ 34,364,000	\$ 33,657,524	\$ 1,451,282	\$ 35,108,806	2.17%	\$ 40,251,500	14.65%		
Sales taxes	44,100,140	41,065,674	41,065,674	17,928,285	26,673,858	44,602,143	8.61%	42,069,525	-5.68%		
Other taxes	1,530,773	1,342,000	1,342,000	260,580	1,374,027	1,634,607	21.80%	1,340,000	-18.02%		
Licenses and permits	1,424,083	1,412,250	1,412,250	1,279,228	210,293	1,489,521	5.47%	1,387,350	-6.86%		
Intergovernmental revenues	19,885,418	29,652,541	56,872,828	6,115,512	23,454,875	29,570,387	-48.01%	52,263,855	76.74%		
Fees, charges, and commissions	1,172,720	899,850	899,850	277,058	937,204	1,214,262	34.94%	978,500	-19.42%		
Fines and forfeitures	1,014,969	763,750	763,750	898,010	888,829	1,786,839	133.96%	1,325,500	-25.82%		
Investment earnings	2,168,090	948,390	948,390	2,906,614	3,968,530	6,875,144	624.93%	5,906,845	-14.08%		
Miscellaneous	4,598,423	1,054,493	1,054,493	575,990	3,245,253	3,821,243	262.38%	2,389,552	-37.47%		
Total Revenues	106,229,646	111,502,948	138,723,235	63,898,801	62,204,151	126,102,952		147,912,627			
EXPENDITURES:											
Personal Services	33,615,984	40,744,827	40,744,827	17,512,126	20,056,566	37,568,692	-7.80%	43,884,923	16.81%		
Operating Services	22,378,767	19,294,741	19,777,288	8,341,239	11,054,334	19,395,573	-1.93%	24,124,808	24.38%		
Materials & Supplies	5,926,346	6,220,162	6,220,162	2,634,793	3,630,696	6,265,489	0.73%	6,907,703	10.25%		
Other Charges	481,536	858,527	943,538	243,965	790,393	1,034,358	9.63%	1,029,659	-0.45%		
Debt Service	2,129,757	2,679,903	2,679,903	2,090,226	1,593,376	3,683,602	37.45%	4,296,480	16.64%		
Capital Outlay	21,385,696	140,249,078	184,007,266	11,593,691	28,779,894	40,373,585	-78.06%	179,640,616	344.95%		
Intergovernmental	4,945,195	13,863,089	20,690,912	1,780,152	3,762,650	5,542,802	-73.21%	26,878,180	384.92%		
Total Expenditures	90,863,281	223,910,327	275,063,896	44,196,192	69,667,909	113,864,101		286,762,369			
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	15,366,365	(112,407,379)	(136,340,661)	19,702,609	(7,463,758)	12,238,851		(138,849,742)			
OTHER FINANCING SOURCES (USES):											
Transfer in	36,034,123	40,005,087	45,226,331	2,291,321	14,531,562	16,822,883	-62.80%	46,524,653	176.56%		
Transfer out	(37,933,472)	(40,802,088)	(46,023,332)	(1,432,824)	(15,422,322)	(16,855,146)	-63.38%	(46,564,983)	176.27%		
Proceeds from the sale of assets	266,277	181,000	181,000	207,727	246,735	454,462	151.08%	201,000	-55.77%		
Compensation for loss/damaged assets	-	-	-	850	-	850	0.00%	-	0.00%		
Bond Proceeds	32,056,951	-	-	-	-	-	0.00%	-	0.00%		
Total Other Financing Sources	30,423,879	(616,001)	(616,001)	1,067,074	(644,025)	423,049		160,670			
Net change in Fund Balance	45,790,244	(113,023,380)	(136,956,662)	20,769,683	(8,107,783)	12,661,900		(138,689,072)			
Fund Balance -Beginning	110,508,399	131,029,457	156,257,972			156,298,643		168,960,543			
Fund Balance - Ending	\$ 156,298,643	\$ 18,006,077	\$ 19,301,310			\$ 168,960,543		\$ 30,271,471			

2024-0190
INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)
ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Blaine Guillot Private Chef, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for St. Charles Parish to accommodate rental functions at said facility; and,
WHEREAS, advertisements were placed for Requests for Qualifications and received by April 19, 2024; and,
WHEREAS, Blaine Guillot Private Chef, LLC, meets all necessary qualifications; and,
WHEREAS, it is the desire of St. Charles Parish and Blaine Guillot Private Chef, LLC, to enter into a Professional Catering Services Agreement; and,
WHEREAS, the attached Professional Catering Services Agreement describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Catering Services Agreement between St. Charles Parish and Blaine Guillot Private Chef, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.
SECTION II. That the Parish President is hereby authorized to execute said Professional Catering Services Agreement on behalf of St. Charles Parish and to act on behalf of St. Charles Parish in all matters pertaining to said services.

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

PROFESSIONAL CATERING SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between **St. Charles Parish**, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and **Blaine Guillot Private Chef LLC** located at 411 Bernard Avenue, Ama, LA 7003, herein represented by Blaine Guillot, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

1. **DEFINITIONS**

- A. **CATERING**
The serving of food and beverages at functions at the Edward A. Dufresne Community Center.
- B. **GROSS BILLINGS**
The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.
- C. **DONATED GOODS AND SERVICES**
Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.
- D. **SUBCONTRACTOR**
A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.
- E. **CLIENT**
A person and/or persons or entity who leases the Edward A. Dufresne Community Center.
- F. **GOVERNMENTAL DEPARTMENTS**
Those Departments that report directly to the Parish President.

2. **GENERAL**

- A. The effective date of this Agreement shall be from June 3, 2024 thru June 1, 2025. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.
- B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.
- C. This Agreement is non-exclusive. CONTRACTOR shall abide by any and all arrangements made by the OWNER with a Governmental Department.

3. **SERVICES OF THE CONTRACTOR**

- A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.
- B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
- C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
- D. CONTRACTOR shall submit an annual financial statement.

- E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.
- F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
- I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
- J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER

- A. Provide full information as to the requirements and standards of services.
- B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.
- E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
- F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
- G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
- H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.
- I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
- J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

- A. Compensation for Catering Services
 - I. A yearly fee of \$500.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.
 - II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
 - All Catered Functions 18%
 - Drop-off, "Hosted" & "Cash" Bar Functions 15%
 - Donated Goods & Services 17%

- i. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.
- B. All payments should be made payable to St. Charles Parish and mailed to the attention of Anedra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

6. RECORDS

- A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.
- B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT

- A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.
- B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.
- C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. TERMINATION

- A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.

- B. The following may result in termination of this Agreement at the sole discretion of the OWNER:
- I. A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
 - II. Steering functions away from the facility.
 - III. Failure of the CONTRACTOR to comply with the commissions as stated herein.
 - IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
 - V. Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
 - VI. Other issues that cause the reputation of the facility to be harmed.

9. SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. INSURANCE

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) 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 ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated.

The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00). Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement.

14. JURISDICTION & VENUE

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

15. NON-EXCLUSIVITY CLAUSE

This Agreement is non-exclusive and shall not in any way preclude St. Charles Parish from entering into similar agreements and/or arrangements with other vendors or contractors or from acquiring similar, equal or like goods and/or services from other entities or sources.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

St. Charles Parish

By: Matthew Jewell
Parish President

ATTEST:

Blaine Guillot Private Chef, LLC

By: Blaine Guillot
Owner

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK


1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.

10. CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
11. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.

CERTIFICATE OF RESOLUTION FOR BLAINE GUILLOT PRIVATE CHEF, LLC

This is to certify that the undersigned, being a member and manager of Blaine Guillot Private Chef, LLC, organized under the laws of the State of Louisiana, having its principal place of business in Ama, Louisiana, on the 6th day of May, 2024, the following resolution was duly and legally presented and adopted, to wit:

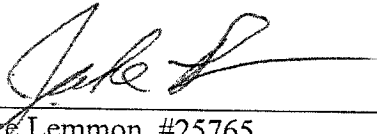
It being the desire and purpose of Blaine Guillot Private Chef, LLC, to be licensed or registered and maintain such license or registration, BE IT RESOLVED, that BLAINE GUIULLOT, who is a manager and member of this limited liability company is in his legal capacity, hereby authorized and directed to prepare, execute, verify, and present all requisite papers and documents, including, but not limited to, applications, reports, licensing forms or subsequent changes in the licensee's records.



BLAINE GUILLOT, OWNER OF
LLC

CERTIFICATE OF ATTORNEY

I, Jake Lemmon, hereby certify that I am the attorney for BLAINE GUILLOT PRIVATE CHEF, LLC., and further certify that the above is true and correct record of the resolution that was adopted on May 6, 2024.



Jake Lemmon, #25765

JAMES J. LEMMON
ATTORNEYNOTARY PUBLIC
BAR # 25765
My Commission is for life

2024-0191

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Bluebird Boards & More, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for St. Charles Parish to accommodate rental functions at said facility; and,

WHEREAS, advertisements were placed for Requests for Qualifications and received by April 19, 2024; and,

WHEREAS, Bluebird Boards & More, LLC, meets all necessary qualifications; and,

WHEREAS, it is the desire of St. Charles Parish and Bluebird Boards & More, LLC, to enter into a Professional Catering Services Agreement; and,

WHEREAS, the attached Professional Catering Services Agreement describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Catering Services Agreement between St. Charles Parish and Bluebird Boards & More, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL CATERING SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between **St. Charles Parish**, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and **Bluebird Boards & More, LLC** located at 15616 River Road, Ste B Norco, LA 70079, herein represented by Monica Carruth, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

1. DEFINITIONS

A. CATERING

The serving of food and beverages at functions at the Edward A. Dufresne Community Center.

B. GROSS BILLINGS

The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.

C. DONATED GOODS AND SERVICES

Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.

D. SUBCONTRACTOR

A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.

E. CLIENT

A person and/or persons or entity who leases the Edward A. Dufresne Community Center.

F. GOVERNMENTAL DEPARTMENTS

Those Departments that report directly to the Parish President.

2. GENERAL

A. The effective date of this Agreement shall be from **June 3, 2024 thru June 1, 2025**. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.

B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.

3. SERVICES OF THE CONTRACTOR

A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.

B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.

C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.

D. CONTRACTOR shall submit an annual financial statement.

- E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.
- F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
- I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
- J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER

- A. Provide full information as to the requirements and standards of services.
- B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.
- E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
- F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
- G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
- H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.
- I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
- J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

- A. Compensation for Catering Services
 - I. A yearly fee shall not be collected at the signing of this Agreement and at the start of each renewal period because this said CONTRACTOR will not use our facility or in-house equipment.
 - II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
 - All Catered Functions 10%
 - i. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. Statements should also include signed copies (by CLIENT and

CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.

- B. All payments should be made payable to St. Charles Parish and mailed to the attention of Anedra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

6. RECORDS

- A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.
- B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT

- A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.
- B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.
- C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. TERMINATION

- A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.
- B. The following may result in termination of this Agreement at the sole discretion of the OWNER:
 - I. A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
 - II. Steering functions away from the facility.

- III. Failure of the CONTRACTOR to comply with the commissions as stated herein.
- IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
- V. Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
- VI. Other issues that cause the reputation of the facility to be harmed.

9. SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. INSURANCE

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) 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 ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated.

The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00). Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement.

14. JURISDICTION & VENUE

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

15. NON-EXCLUSIVITY CLAUSE

This Agreement is non-exclusive and shall not in any way preclude St. Charles Parish from entering into similar agreements and/or arrangements with other vendors or contractors or from acquiring similar, equal or like goods and/or services from other entities or sources.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

St. Charles Parish

By: Matthew Jewell
Parish President

ATTEST:

Bluebird Boards & More, LLC

By: Monica Carruth
Owner

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK

1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.

10. CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
11. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.

**CERTIFICATE OF RESOLUTION
FOR
BLUEBIRD BOARDS & MORE, LLC**

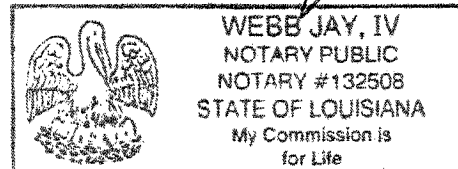
This is to certify that the undersigned, being a member and manager of **Bluebird Boards & More, LLC**, organized under the laws of the State of Louisiana, having its principal place of business at 15616 River Road, Ste B, Norco, Louisiana 70079; on the 9th day of May, 2024, the following resolution was duly and legally presented and adopted, to wit:

It being the desire and purpose of **Bluebird Boards & More, LLC**, to be licensed or registered and maintain such license or registration, **BE IT RESOLVED**, that **Monica Carruth**, who is a member and manager of this limited liability company is in her official capacity, hereby authorized and directed to prepare, execute, verify, and present all requisite papers and documents, including, but not limited to, applications, reports, licensing forms or subsequent changes in the licensee's records.


Monica Carruth, Owner of
Bluebird Boards & More, LLC

CERTIFICATE OF ATTORNEY

I, Webb Jay, hereby certify that the above is true and correct for **Bluebird Boards & More, LLC**, and further certify that the above is true and correct record of the resolution that was adopted and made on the 9th day of May, 2024.



2024-0192

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Daretta's Catering, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for St. Charles Parish to accommodate rental functions at said facility; and,

WHEREAS, advertisements were placed for Requests for Qualifications and received by April 19, 2024; and,

WHEREAS, Daretta's Catering, LLC, meets all necessary qualifications; and,

WHEREAS, it is the desire of St. Charles Parish and Daretta's Catering, LLC, to enter into a Professional Catering Services Agreement; and,

WHEREAS, the attached Professional Catering Services Agreement describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Catering Services Agreement between St. Charles Parish and Daretta's Catering, LLC, to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL CATERING SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between **St. Charles Parish**, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and **Daretta's Catering LLC**, PO Box 151 Norco, LA 70079, herein represented by Daretta Wilson, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, and the St. Charles Parish Westbank Bridge Park on the following terms and conditions:

1. DEFINITIONS

- A. CATERING
The serving of food and beverages at functions at the Edward A. Dufresne Community Center and the St. Charles Parish Westbank Bridge Park.
- B. GROSS BILLINGS
The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.
- C. DONATED GOODS AND SERVICES
Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.
- D. SUBCONTRACTOR
A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.
- E. CLIENT
A person and/or persons or entity who leases the Edward A. Dufresne Community Center.
- F. GOVERNMENTAL DEPARTMENTS
Those Departments that report directly to the Parish President.

2. GENERAL

- A. The effective date of this Agreement shall be from June 3, 2024 thru June 1, 2025. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.
- B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.

3. SERVICES OF THE CONTRACTOR

- A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.
- B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
- C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
- D. CONTRACTOR shall submit an annual financial statement.

- E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.
- F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
- I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
- J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER

- A. Provide full information as to the requirements and standards of services.
- B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.
- E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
- F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
- G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
- H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.
- I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
- J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

- A. Compensation for Catering Services
 - I. A yearly fee of \$500.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.
 - II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
 - All Catered Functions 18%
 - Drop-off, "Hosted" & "Cash" Bar Functions 15%
 - Concessions 12%

- i. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.
- B. All payments should be made payable to St. Charles Parish and mailed to the attention of Anedra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

6. RECORDS

- A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.
- B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT

- A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.
- B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.
- C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. TERMINATION

- A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.

- B. The following may result in termination of this Agreement at the sole discretion of the OWNER:
- I. A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
 - II. Steering functions away from the facility.
 - III. Failure of the CONTRACTOR to comply with the commissions as stated herein.
 - IV. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
 - V. Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
 - VI. Other issues that cause the reputation of the facility to be harmed.

9. SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. INSURANCE

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) 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 ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated.

The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00). Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement.

14. JURISDICTION & VENUE

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

15. NON-EXCLUSIVITY CLAUSE

This Agreement is non-exclusive and shall not in any way preclude St. Charles Parish from entering into similar agreements and/or arrangements with other vendors or contractors or from acquiring similar, equal or like goods and/or services from other entities or sources.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

St. Charles Parish

By: Matthew Jewell
Parish President

ATTEST:

Daretta's Catering, LLC

By: Daretta Wilson
Owner

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK

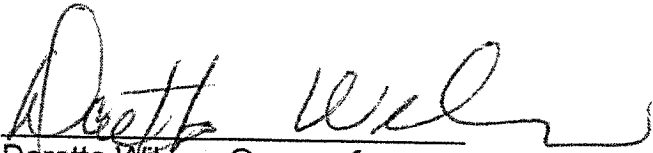
1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.

10. CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
11. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.

**CERTIFICATE OF RESOLUTION
FOR
DARETTA'S CATERING LLC.**

This is to certify that the undersigned, being the owner and manager of **DARETTA'S CATERING, LLC.**, organized under the laws of the State of Louisiana, having its principal place of business at P.O. Box 151, Norco, Louisiana. 70079; on the 7th day of May 2024, the following resolution was duly and legally presented and adopted to wit:

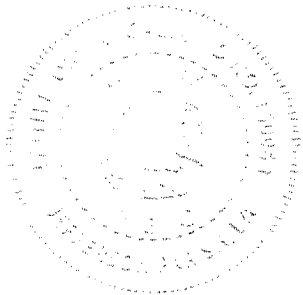
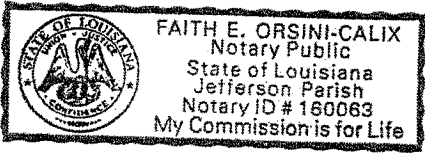
It being the desire and purpose of **DARETTA'S CATERING, LLC.**, to be licensed or registered and maintain such license or registration, **BE IT RESOLVED**, that **DARETTA WILSON**, who is the owner and manager of this limited liability company is in her official capacity, hereby authorized and directed to prepare, execute, verify, and present all requisite papers and documents, including, but not limited to, applications, reports, licensing forms or subsequent changes in the licensee's records.


Daretta Wilson, Owner of
Daretta's Catering, LLC

NOTARY Fia
CERTIFICATE OF ATTORNEY

I, **FAITH E. ORSINI-CALIX**, hereby certify that I am the *Notary Fia* ~~attorney~~ for **DARETTA'S CATERING LLC**, and further certify that the above is a true and correct record of the resolution that was adopted and made on the 7th day of May 2024.


FAITH E. ORSINI-CALIX



2024-0193

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Jae Flem Catering Services, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for St. Charles Parish to accommodate rental functions at said facility; and,

WHEREAS, advertisements were placed for Requests for Qualifications and received by April 19, 2024; and,

WHEREAS, Jae Flem Catering Services, L.L.C., meets all necessary qualifications; and,

WHEREAS, it is the desire of St. Charles Parish and Jae Flem Catering Services, L.L.C. to enter into a Professional Catering Services Agreement; and,

WHEREAS, the attached Professional Catering Services Agreement describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Catering Services Agreement between St. Charles Parish and Jae Flem Catering Services, L.L.C., to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL CATERING SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between **St. Charles Parish**, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and **Jae Flem Catering Services, L.L.C.** located at 2243 Paul Maillard Road Boutte, LA 70089, herein represented by Ron C. Mott, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

- 1. **DEFINITIONS**
 - A. **CATERING**
The serving of food and beverages at functions at the Edward A. Dufresne Community Center.
 - B. **GROSS BILLINGS**
The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.
 - C. **DONATED GOODS AND SERVICES**
Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.
 - D. **SUBCONTRACTOR**
A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.
 - E. **CLIENT**
A person and/or persons or entity who leases the Edward A. Dufresne Community Center.
 - F. **GOVERNMENTAL DEPARTMENTS**
Those Departments that report directly to the Parish President.
- 2. **GENERAL**
 - A. The effective date of this Agreement shall be from June 3, 2024 thru June 1, 2025. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.
 - B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.
- 3. **SERVICES OF THE CONTRACTOR**
 - A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.
 - B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
 - C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
 - D. CONTRACTOR shall submit an annual financial statement.

- E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.
- F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
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- A. Provide full information as to the requirements and standards of services.
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- C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.
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14. JURISDICTION & VENUE

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

15. NON-EXCLUSIVITY CLAUSE

This Agreement is non-exclusive and shall not in any way preclude St. Charles Parish from entering into similar agreements and/or arrangements with other vendors or contractors or from acquiring similar, equal or like goods and/or services from other entities or sources.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

St. Charles Parish

By: Matthew Jewell
Parish President

ATTEST:

Jae Flem Catering Services, L.L.C.

By: Ron C. Mott
Owner

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK


1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.

10. CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
11. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.

**CERTIFICATE OF RESOLUTION
FOR
JAE FLEM CATERING SERVICES, L.L.C.**

This is to certify that the undersigned, being a member and manager of **JAE FLEM CATERING SERVICES, L.L.C.**, organized under the laws of the State of Louisiana, having its principal place of business at 2243 Paul Mallard Road, Boutte, LA 70039; on the 7th day of May, 2024, the following resolution was duly and legally presented and adopted, to wit:


It being the desire and purpose of **JAE FLEM CATERING SERVICES, L.L.C.**, to be licensed or registered and maintain such license or registration, **BE IT RESOLVED**, that **RON C. MOTT**, who is a member and manager of this limited liability company is in his official capacity, hereby authorized and directed to prepare, execute, verify, and present all requisite papers and documents, including, but not limited to, applications, reports, licensing forms or subsequent changes in the licensee's records.



Ron C. Mott, Owner of
Jae Flem Catering Services, L.L.C.

CERTIFICATE OF ATTORNEY

I, **JOSEPH ROCHELLE**, hereby certify that I am the attorney for **Jae Flem Catering, L.L.C.**, and further certify that the above is true and correct record of the resolution that was adopted and made on the 7th day of May, 2024.



JOSEPH ROCHELLE



JOSEPH B. ROCHELLE
NOTARY PUBLIC
BAR ROLL #32230
STATE OF LOUISIANA
My Commission is for Life

2024-0194

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of a Professional Catering Services Agreement between St. Charles Parish and Shenell's Seafood, LLC., to provide Professional Catering Services at the Edward A. Dufresne Community Center.

WHEREAS, Professional Catering Services are needed in order for St. Charles Parish to accommodate rental functions at said facility; and,

WHEREAS, advertisements were placed for Requests for Qualifications and received by April 19, 2024; and,

WHEREAS, Shenell's Seafood, LLC. meets all necessary qualifications; and,

WHEREAS, it is the desire of St. Charles Parish and Shenell's Seafood, LLC. to enter into a Professional Catering Services Agreement; and,

WHEREAS, the attached Professional Catering Services Agreement describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Catering Services Agreement between St. Charles Parish and Shenell's Seafood, LLC. to provide Professional Catering Services at the Edward A. Dufresne Community Center is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL CATERING SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER

This Agreement made by and between **St. Charles Parish**, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Matthew Jewell, hereinafter referred to as OWNER and **Shenell's Seafood LLC**, located at 161 Castle Drive Edgard, LA 70049, herein represented by Shantel Cannon, duly authorized by Resolution attached hereto and made a part hereof, hereinafter referred to as the CONTRACTOR.

The OWNER does enter into this Agreement for the engagement of professional catering services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070, on the following terms and conditions:

1. DEFINITIONS

A. CATERING

The serving of food and beverages at functions at the Edward A. Dufresne Community Center.

B. GROSS BILLINGS

The total costs billed by the CONTRACTOR to its CLIENTS, and includes food and beverages (alcoholic and non-alcoholic content) and other costs and gratuities, but does not include sales tax.

C. DONATED GOODS AND SERVICES

Any food and beverage (alcoholic and non-alcoholic) provided by the CONTRACTOR to its CLIENTS at the Edward A. Dufresne Community Center as a donation of any sort.

D. SUBCONTRACTOR

A professional company that has the expertise to provide food and beverage services of such specifications and presentation that the CONTRACTOR does not possess.

E. CLIENT

A person and/or persons or entity who leases the Edward A. Dufresne Community Center.

F. GOVERNMENTAL DEPARTMENTS

Those Departments that report directly to the Parish President.

2. GENERAL

- A. The effective date of this Agreement shall be from **June 3, 2024 thru June 1, 2025**. This Agreement may be extended for two additional one-year periods at the option of the Parish President. This can be executed with extension letters sent to the CONTRACTOR.
- B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement. CONTRACTOR acknowledges receipt of the Operations Manual and agrees to abide by its terms or any modifications thereto. OWNER shall impose any reasonable additional policies, procedures and regulations which may be necessary for the overall interest of the facility.

3. SERVICES OF THE CONTRACTOR

- A. CONTRACTOR shall provide professional catering services as hereinafter provided and to properly plan and execute the work assigned.
- B. Catering services consist of the work defined in the Scope of Work, attached hereto as Exhibit A and incorporated herein.
- C. CONTRACTOR shall coordinate with the OWNER's designated representative(s) in documenting the terms and conditions, which will be applicable when the CONTRACTOR has been engaged by the CLIENT to perform catering services at the facility.
- D. CONTRACTOR shall submit an annual financial statement.

- E. Catering services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional catering practice.
- F. Catering services shall be provided between the hours of 7 A.M. -10 P.M. for preparation and 8 A.M. -12 A.M. for services for a function.
- G. All food and beverage shall be expertly prepared and presented by individuals that have been food safety certified in a professional manner based on public facility industry standards. No one under the age of eighteen (18) years is allowed in the kitchen and/or concessions area.
- H. CONTRACTOR shall obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center. Copies of all required licenses and permits shall be submitted to OWNER.
- I. CONTRACTOR shall not commercially exploit by sale or otherwise any item or article which includes any reference to St. Charles Parish or the Edward A. Dufresne Community Center without prior written consent of the OWNER.
- J. CONTRACTOR shall ensure that all employees serving alcohol and/or bartending possess a current and valid bartender's card known as a Responsible Vendor Card from the State of Louisiana on their person(s) at the time of service.

4. SERVICES OF THE OWNER/EDWARD A. DUFRESNE COMMUNITY CENTER

- A. Provide full information as to the requirements and standards of services.
- B. Guarantee access to and make all provisions for CONTRACTOR to enter the Edward A. Dufresne Community Center as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR in documenting the terms and conditions, which will be applicable when OWNER and CONTRACTOR have been engaged by the CLIENT.
- D. OWNER shall maintain its kitchen inventory and equipment in proper working order, subject to general wear-n-tear.
- E. OWNER shall maintain all kitchen safety equipment and inspections as regulated by Federal, State and Local guidelines.
- F. OWNER shall have a dumpster on site at all times for disposing of items, with the exception of seafood remains which CONTRACTOR will dispose of off-site.
- G. OWNER shall have a minimum of one employee present at the facility when CONTRACTOR is on-site.
- H. OWNER will provide the following utilities: electricity, gas, water, and garbage pickup.
- I. OWNER reserves the right to utilize a caterer outside of this Agreement without notifying the CONTRACTOR (i.e. Governmental Departments).
- J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

- A. Compensation for Catering Services
 - I. A yearly fee of \$500.00 shall be collected at the signing of this Agreement and at the start of each renewal period from CONTRACTOR to allow their establishment to remain on the approved in-house caterer list and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, the contract is terminated, the yearly fee shall be pro-rated from the time of cancellation.
 - II. Commissions shall be paid by CONTRACTOR to OWNER of gross billings less sales tax.
 - All Catered Functions 18%
 - Drop-off, "Hosted" & "Cash" Bar Functions 15%
 - Concessions 12%

- i. CONTRACTOR shall submit a statement of GROSS BILLINGS for catering services actually rendered for each catered function in the prior month to the OWNER and a check in the amount of the OWNER's commissions on or before the twentieth (20th) day of the each month. Statements should also include signed copies (by CLIENT and CONTRACTOR) of any subsequent charges or additional purchases not previously submitted.
- B. All payments should be made payable to St. Charles Parish and mailed to the attention of Aneadra Coleman at 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 or dropped off during normal business hours, Monday-Friday 8:30 A.M.-4:00 P.M. on the effective date of this Agreement.

6. RECORDS

- A. At any time during this Agreement and from time to time, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records and procedures of CONTRACTOR and all funds and accounts governed by this Agreement. The audit will take place during normal business hours at 274 Judge Edward Dufresne Parkway in Luling or such place as the records shall be kept and maintained by the CONTRACTOR. Any discrepancies shall be noted, except in cases of theft, criminal conduct actionable fraud (as opposed to negligent misrepresentation) gross negligence, willful or wanton misconduct or (with respect to handling funds or financial obligations) CONTRACTOR shall have thirty (30) days within which to comply with proper procedures and reconcile all discrepancies. Failure of the OWNER to note any discrepancies with respect to CONTRACTOR'S accounting and financial procedures shall not relieve CONTRACTOR of its obligation to comply with the accounting requirements contained in this Agreement or with the provisions of this Agreement. If the audit determines that the computation of GROSS BILLINGS is understated by five percent or more, affecting the commissionable amount which shall be properly accounted for as GROSS BILLINGS to the OWNER, the CONTRACTOR shall bear the costs of the audit.
- B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

7. EQUIPMENT

- A. CONTRACTOR shall be held responsible for any and all damages to the kitchen/storage areas and the equipment housed in those areas outside of general wear-and-tear. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed and the kitchen storage to house food, beverage and/or additional equipment required to perform catering services at the facility. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or storage areas at OWNER's discretion. OWNER acknowledges the exclusion of any and all food/beverages stored at the facility that is owned by CONTRACTOR. The CONTRACTOR selected by the client to provide catering services for their function will be allotted four hours directly following the completion of the said function to remove all items owned by the CONTRACTOR from the premises, unless they have received prior written consent for an extended time frame from the OWNER.
- B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.
- C. CONTRACTOR shall coordinate with and obtain approval from the OWNER prior to the installation of immovable or "hard wired" equipment.

8. TERMINATION

- A. This Agreement is effective upon execution of this document and may be terminated by either party, at will, upon thirty (30) days written notice. CONTRACTOR shall remain responsible to OWNER for all obligations incurred by it prior to OWNER's receipt of such notice of termination.

- B.** The following may result in termination of this Agreement at the sole discretion of the OWNER:
- I.** A history of poor service, customer complaints, or uncooperative working relationship with the OWNER's staff.
 - II.** Steering functions away from the facility.
 - III.** Failure of the CONTRACTOR to comply with the commissions as stated herein.
 - IV.** Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
 - V.** Failure of CONTRACTOR to obtain and maintain all licenses and/or permits required under Local, State, and Federal law with regards to the serving of alcoholic beverages and catered food and beverages at the Edward A. Dufresne Community Center.
 - VI.** Other issues that cause the reputation of the facility to be harmed.

9. SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable by either party without written consent of the other, except for assignment resulting from merger, consolidation, or reorganization of the assigning party.

10. INSURANCE

CONTRACTOR shall secure and maintain at its expense such insurance that will protect it and its employees and the OWNER, from claims under Workmen's Compensation Acts (signed waiver of subrogation) 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 ONE MILLION DOLLARS NO/100 (\$1,000,000.00) per occurrence (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) for all injuries and/or deaths aggregated.

The insurance from property damage shall be in the amount of ONE MILLION DOLLARS NO/100 (\$1,000,000.00) for each accident (no combined limit) and not less than TWO MILLION DOLLARS NO/100 (\$2,000,000.00) aggregate. CONTRACTOR shall also secure and maintain at his expense general liability insurance in the sum of ONE MILLION AND NO/100 (\$1,000,000.00). Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements. All certificates of insurance shall name the OWNER as an additional insured and shall be furnished to the OWNER within ten (10) days prior to the effective date of this Agreement, and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the OWNER. OWNER may examine the policies.

11. INDEMNIFICATION

CONTRACTOR shall conduct its activities upon the premises safely. CONTRACTOR agrees to defend, indemnify, save and hold harmless the OWNER, from and against any and all claims, demands, expenses and liabilities arising out of injury or death to any persons or damage, loss or destruction of property which may occur on or in any way grow out of any act or omission of CONTRACTOR. This indemnification shall apply to any employees. CONTRACTOR assumes full responsibility for the acts and conduct of all persons admitted to the premises by consent of CONTRACTOR and CONTRACTOR agrees to pay in full any damages/destruction of the facility or premises resulting from CONTRACTOR's use or occupancy thereof, or from persons participating, attending or working by this Agreement.

12. WARRANTY

CONTRACTOR warrants that he will perform the services with the degree of skill and to the standard of the care required of the catering services profession and to meet all Federal, State and Local requirements.

13. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACTOR hereby agrees to comply with all Federal, State and Local laws and Ordinances applicable to the work or services under this Agreement.

14. JURISDICTION & VENUE

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

15. NON-EXCLUSIVITY CLAUSE

This Agreement is non-exclusive and shall not in any way preclude St. Charles Parish from entering into similar agreements and/or arrangements with other vendors or contractors or from acquiring similar, equal or like goods and/or services from other entities or sources.

If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:

St. Charles Parish

By: Matthew Jewell
Parish President

ATTEST:

Shenell's Seafood, LLC

By: Shantel Cannon
Owner

EXHIBIT A: SCOPE OF WORK

The Agreement is relating to providing food, beverage, and/or alcoholic beverage services by the CONTRACTOR for the functions that are to take place at the Edward A. Dufresne Community Center.

SCOPE OF WORK

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2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has been deemed qualified and capable by OWNER to provide such food and beverage services for functions authorized under separate rental agreements with third parties for use of the facility.
4. CONTRACTOR's Agreement with its CLIENT shall be for a prearranged guaranteed price. Cash sales for food, beverage, and/or alcoholic beverages by the CONTRACTOR, not included on the CLIENT'S original signed invoice are prohibited at the function without prior approval from OWNER's designated representative(s). CONTRACTOR shall provide OWNER with a detailed menu agreed upon between the CONTRACTOR and the CLIENT a minimum of two weeks prior to the function date. CONTRACTOR is responsible for providing materials for the CLIENT to remove leftover food immediately following a function.
5. If it becomes necessary for the CONTRACTOR to use a SUBCONTRACTOR, the OWNER urges CONTRACTOR to use St. Charles Parish or Louisiana vendors, including small and emerging businesses. In all functions, any SUBCONTRACTOR used by CONTRACTOR should be identified prior to a function date to OWNER's designated representative(s). SUBCONTRACTORS are bound by the terms of this Agreement. CONTRACTOR shall assume total responsibility for compliance.
6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All persons hired and employed by CONTRACTOR shall be the sole and exclusive employees of CONTRACTOR and shall be paid by CONTRACTOR. CONTRACTOR shall pay all employment taxes. CONTRACTOR shall see that employees who serve and dispense alcoholic beverages shall be trained and educated as to alcohol abuse awareness and shall receive required State and Parish alcohol training and certification. CONTRACTOR'S employees shall be appropriately attired during all functions, including drop off functions. The OWNER shall have the right to require CONTRACTOR to permanently remove any of the CONTRACTOR's personnel if their performance and/or attire are deemed unsatisfactory by the OWNER's designated representative(s) or CONTRACTOR itself.
7. Use of the kitchen for preparation of food and/or beverage(s) for a function that is being held at another venue is strictly prohibited and may be cause for termination of this Agreement.
8. No grease will be drained into the facility's sanitary system as a result of food service operations.
9. CONTRACTOR is responsible for cleaning all areas used by CONTRACTOR immediately following a function. CONTRACTOR must complete the cleanup checklist and have it signed off on by the OWNER's designated representative(s) prior to leaving the premises. All of the CONTRACTOR's equipment may be neatly stored in the kitchen storage closet for the duration of the said function except when in use. CONTRACTOR is responsible for all trash generated in connection with a function to be disposed of in the dumpster immediately following the completion of a function. CONTRACTOR must replace appropriate garbage bags in all emptied trashcans with bags stored in the centers janitorial closet. All seafood refuse must be disposed off-site of the Edward A. Dufresne Community Center premises. Failure to keep the kitchen, concessions and assigned storage room clean and orderly will result in a billing of one-hundred fifty dollars (\$150) minimum cleanup fee, plus any other necessary and reasonable costs, which the CONTRACTOR hereby agrees to pay on demand.

10. CONTRACTOR shall ensure that all equipment, materials and supplies for catered functions arrive with CONTRACTOR at setup time, which will be predetermined per function. All equipment and supplies not expressly stated to be provided by the facility shall be the sole responsibility of the CONTRACTOR. No deliveries will be received by the facility. CONTRACTOR will be solely responsible to move the CONTRACTOR's equipment and will not call on the facilities personnel for that purpose. Food, equipment and supplies will be loaded and unloaded through the service drive entrance. Larger items will be required to enter through the overhead door in the gymnasium. If the CONTRACTOR would like food and beverage deliveries to come to the facility, they will be required to get prior approval from the OWNER's designated representative(s) and must be received by CONTRACTOR's personnel. OWNER is not responsible for food and beverage stored in the facilities kitchen and/or storage closet. Storage of items are permitted for the reserved time frame allotted to the CONTRACTOR performing catering services for a function and no time prior or following, unless predetermined by the OWNER.
11. The CONTRACTOR must provide and store a minimum of two temperature gauges adequate for food preparation at the facility whenever performing catering services at the center. In addition, the CONTRACTOR must provide literature, hand soap, paper products, test strips and chemicals required for food safety and these items must be properly hung, labeled and stored at all times in the kitchen.

CERTIFICATE OF RESOLUTION

FOR

SHENELL'S SEAFOOD LLC

This is to certify that the undersigned, being a member and the manager of SHENELL'S SEAFOOD LLC, organized under the laws of the State Of Louisiana, having its principal place of business at 161 Castle Drive; Edgard, Louisiana 70049; on the 6th day of May 2024, the following resolution was duly and legally presented and adopted, to wit:

It being the desire and purpose of SHENELL'S SEAFOOD LLC., to be licensed or registered and maintain such license or registration, BE IT RESOLVED, that SHANTEL CANNON, who is a member and manager of this limited liability company is in her official capacity, hereby authorized and directed to prepare, execute, verify, and present all requisite papers and documents, including, but not limited to, applications, reports, licensing forms or subsequent changes in the licensee's records.

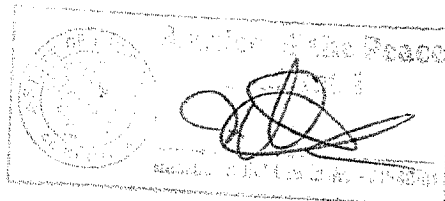


Shantel Cannon, Owner of

Shenell's Seafood LLC.

I, HASTON LEWIS JR, hereby certify that the above is true and correct record of the resolution that was adopted and made on the 6th day of May 2024.





2024-0195

**INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of an Amendment No. 2 to Ordinance No. 21-10-2 which approved the Professional Services Agreement with Richard C. Lambert Consultants, L.L.C., for engineering services for the Barber Road Bank Stabilization (Project No. P210702). The amendment moves remaining Resident Inspection fees to Construction Management fees in the amount of \$24,630.75.

WHEREAS, Ordinance No. 21-10-2 adopted on October 18, 2021, by the St. Charles Parish Council, approved and authorized the execution of a Professional Services Agreement with Richard C. Lambert Consultants, LLC., (RCLC), to perform engineering services for Barber Road Bank Stabilization (Project No. P210702), not to exceed \$243,028.00; and,

WHEREAS, Ordinance No. 23-5-6 adopted on May 22, 2023, by the St. Charles Parish Council, approved and authorized the execution of Amendment No. 1 to Ordinance No. 21-10-2 which approved the Professional Services Agreement with Richard C. Lambert Consultants, L.L.C., for engineering services for the Barber Road Bank Stabilization (Project No. P210702). The amendment is to add items for Construction Management and Resident Inspection in the not to exceed amount of \$135,616.00 for a total not to exceed amount for all services of \$378,644.00; and,

WHEREAS, Ordinance No. 23-6-7 adopted on June 5, 2023, by the St. Charles Parish Council, approved and authorized the execution of a Contract with Command Construction, LLC, for Barber Road Bank Stabilization (Project No. P210702) in the amount of \$2,880,543.00; and,

WHEREAS, Ordinance No. 24-3-5 adopted on March 4, 2024, by the St. Charles Parish Council, approved and authorized the execution of Change Order No. One (1) for the Barber Road Bank Stabilization, (Project No. P210702), to increase the contract amount by \$64,659.69 and increase the contract time by 7 calendar days; and,

WHEREAS, additional Construction Management is required and has exceeded the \$52,416.00 within the agreement; while Resident Inspection is complete with \$24,630.75 remaining in the agreement; and,

WHEREAS, it is the desire of St. Charles Parish to reallocate the remaining Resident Inspection fees of \$24,630.75 to the Construction Management fees to cover the remaining Construction Management still required for Barber Road Bank Stabilization (Project No. P210702).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I That Amendment No. 2, to the Professional Services Agreement between St. Charles Parish and Richard C. Lambert Consultants, L.L.C., for reallocating excess Resident Inspection fees to Construction Management for the Barber Road Bank Stabilization (Project No. P210702), is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR BARBER ROAD BANK STABILIZATION
PROJECT NO. P210702**

THIS AMENDMENT NO. 2 is made and entered into on this ____ day of _____, 2024;

BY AND BETWEEN:

ST. CHARLES PARISH, represented herein by its duly authorized Parish President, Matthew Jewell, (hereafter sometimes referred to as “OWNER”), and

RICHARD C. LAMBERT CONSULTANTS, L.L.C., represented herein by Franz J. Zemmer, PE, duly authorized by Corporate Resolution attached hereto (hereafter sometimes referred to as “ENGINEER”):

WHEREAS, on October 18, 2021, the St. Charles Parish Council approved Ordinance No. 21-10-2; an Agreement between St. Charles Parish and Richard C. Lambert Consultants, L.L.C. for the design and subsequent bidding of Parish Project No. P210702, Barber Road Bank Stabilization in the not to exceed amount of \$243,028.00; and,

WHEREAS, on May 22, 2023, the St. Charles Parish Council approved Ordinance No. 23-5-6; Amendment 1 to the Agreement between St. Charles Parish and Richard C. Lambert Consultants, L.L.C. to include fees for Construction Management and Resident Inspection for Parish Project No. P210702, Barber Road Bank Stabilization in the not to exceed amounts of \$52,416.00 and \$83,200.00 respectively; and,

WHEREAS, on June 5, 2023, St. Charles Parish Council approved Ordinance No. 23-6-7 to authorize the execution of contract between St. Charles Parish and Command Construction, LLC for the construction of Parish Project No. P210702, Barber Road Bank Stabilization in the amount of \$2,880,543.00; and; and,

WHEREAS, The Agreement between St. Charles Parish and Richard C. Lambert Consultants, L.L.C. needs to be amended to increase Construction Management fees to \$77,046.75 and decrease Resident Inspection fees to \$58,209.25.

ATTACHMENT “C” PROJECT COMPENSATION
Delete entire Attachment “C” and replace with the attached.

THUS DONE AND SIGNED in the presence of the undersigned competent witnesses,
on this _____ day of _____, 2024.

Witnesses:

ST. CHARLES PARISH

By: _____
Matthew Jewell
Parish President

Date: _____

RICHARD C. LAMBERT CONSULTANTS
L.L.C.

By: _____
Franz Zemmer, P.E.

Date: _____

ATTACHMENT “C”
BARBER ROAD BANK STABLIZATION
Projects No. (P210702)

Project Cost:

For all services outlined in Attachment A and any other services required for this project, the OWNER shall pay the ENGINEER on the basis of their certified and itemized salary costs unless noted as lump sum.

For each task in and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum cumulative fee that can be charged for all work on this contract, shall not exceed \$378,644.00 unless increased by contract amendment approved by the St. Charles Parish Council.

Basic Engineering Services:

Preliminary Phase	\$55,895.00
Design Phase	\$97,211.00
Bidding Phase	\$12,152.00
Construction Management	\$77,046.75

Supplemental Services:

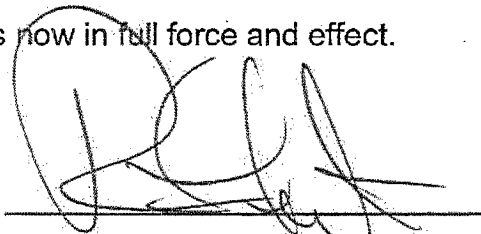
Topographic Survey	\$37,775.00	(lump sum)
Geotechnical	\$13,200.00	(lump sum)
Conceptual Plans and Utility Conflict Review	\$26,795.00	
Resident Inspection	\$58,209.25	

RESOLUTION

BE IT RESOLVED by the member of RICHARD C. LAMBERT CONSULTANTS, LLC, a Limited Liability Company organized and existing under the laws of the State of Louisiana, and domiciled in the City of Mandeville, Louisiana, that Richard C. Lambert, manager of the Limited Liability Company is hereby authorized and empowered to execute any and all contracts of whatever kind on behalf of the Limited Liability Company.

CERTIFICATE

I, Richard C. Lambert, manager of RICHARD C. LAMBERT CONSULTANTS, LLC do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the members of said Limited Liability Company at a meeting thereof legally held on the 4th day of April, 2024; that said resolution is duly entered into the records of said Limited Liability Company; that it has not been rescinded or modified; and that it is now in full force and effect.



Richard C. Lambert, Manager

Richard C. Lambert Consultants, LLC

2024-0200

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
RESOLUTION NO. _____

A resolution authorizing the St. Charles Parish President to send certification to GOHSEP waiving any land use regulations relative to permitting for temporary housing and shelter assistance during declared emergencies.

- WHEREAS**, the Louisiana House Bill No. 1070 Act No. 526 was passed by the House and Senate of the Louisiana Legislature and signed by the Governor becoming effective on June 16, 2022; and,
- WHEREAS**, St. Charles Parish residents may have a need for temporary housing and shelter assistance from the State of Louisiana; and,
- WHEREAS**, GOHSEP shall provide such assistance within 14 days following a presidential declaration of a major disaster or emergency; and,
- WHEREAS**, St. Charles Parish must submit a request to GOHSEP within 7 days after the presidential declaration; and,
- WHEREAS**, the local governing authority will waive any land use regulations relative to permitting for mobile homes, recreational vehicles, and other temporary housing; and,
- WHEREAS**, this housing will be placed directly adjacent to the survivors damaged dwelling; and,
- WHEREAS**, opting into this program will allow for expedited temporary housing assistance in the parish.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL do hereby authorize the St. Charles Parish President to provide certification to GOHSEP.

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

And the resolution was declared adopted this _____ day of _____, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____
SECRETARY: _____
DLVD/PARISH PRESIDENT: _____
APPROVED : _____ DISAPPROVED: _____

PARISH PRESIDENT: _____
RETD/SECRETARY: _____
AT: _____ RECD BY: _____

2024-0180

RESOLUTION NO. _____

A resolution appointing an Ad-Hoc member,
with a health professional background, to the
Board of Directors for the Arc of St. Charles.

WHEREAS there exists a vacancy on the **BOARD OF DIRECTORS FOR THE
ARC OF ST. CHARLES**; due to the expiration of the term of Dr. Jeffrey S. Kuo, M.D. on
June 30, 2024; and,

WHEREAS it is the desire of the Parish Council to fill this vacancy.
NOW, THEREFORE, BE IT RESOLVED, that _____

is hereby appointed to the **BOARD OF DIRECTORS FOR THE ARC OF ST. CHARLES**.

BE IT FURTHER RESOLVED that said appointment shall be effective
JULY 1, 2024 and shall expire **JUNE 30, 2026**.

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

And the resolution was declared adopted this _____ day of _____, 2024,
to become effective five (5) days after publication in the Official Journal.

APPOINT ARC-Health care

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2024-0184
RESOLUTION NO. _____

A resolution appointing an Official Journal to
serve the Parish Council of St. Charles Parish for
the period June 2024 through June 2025.

WHEREAS, the Parish Council of the Parish of St. Charles, State of Louisiana, is
required to select a newspaper to serve as Official Journal to publish the
Official Proceedings of the Council.

**NOW, THEREFORE, BE IT RESOLVED, BY THE PARISH COUNCIL OF THE PARISH
OF ST. CHARLES, STATE OF LOUISIANA, ACTING AS THE GOVERNING
AUTHORITY OF SAID PARISH:**

SECTION I. That the Parish Council hereby appoints

as the Official Journal for the period of June 2024 through June 2025.

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

And the resolution was declared adopted this _____ day of _____, 2024,
to become effective five (5) days after publication in the Official Journal.

OFFICIAL JOURNAL APPT.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

2024-0184

May 21, 2024

PUBLIC NOTICE

Applicants desiring to be considered for selection as Official Journal for the Parish Council of the Parish of St. Charles shall present the Secretary of the Council with a letter proposal containing a firm rate schedule based on a one column inch rate. Proposals must be received by 6:00 p.m., Monday, June 3, 2024, Council Chambers, Courthouse, Hahnville, at which time they shall be publicly opened and read.

PUBLISH: MAY 23, 2024

ST. CHARLES PARISH COUNCIL
OFFICIAL JOURNAL SELECTION PROCESS
2024

<u>DATES</u>	<u>ACTIVITY</u>
MAY 20	Authorize Public Notice to receive proposals for selection at June 3 rd meeting
MAY 23	Publish Notice seeking proposals
JUNE 3	1) Open Proposals 2) Appoint Official Journal

A motion was made by BRADLEY seconded by SIRMON
to adopt the following:

INTRODUCED BY: VICTOR E. BRADLEY, JR.
COUNCILMAN AT LARGE, DIVISION A

RESOLUTION NO. 3477

A resolution to establish a procedure
for publicly receiving and opening
proposals for selection of Official
Journal.

WHEREAS, the St. Charles Parish Council unofficially established
procedures for its annual selection of Official Journal
for the Parish of St. Charles; and

WHEREAS, letter proposals are presented to the office of the
Parish Council Secretary by applicants desiring to be
considered for selection; and

WHEREAS, public notice is given that proposals must be received by
the deadline established so that proposals may be
forwarded to Council members for review prior to
selection; and

WHEREAS, applicants have expressed an interest in being present
for the opening of the proposals.

NOW, THEREFORE, BE IT RESOLVED, THAT WE, THE MEMBERS OF THE ST.
CHARLES PARISH COUNCIL do hereby establish the procedure of
publicly receiving and opening proposals for selection of Official
Journal at the Parish Council meeting immediately following the
deadline.

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

YEAS: BRADLEY, SIRMON, TREGRE, ROBERTS, TALBOT, SOMME', JOHNSON,
DUHE, DANFORD
NAYS: NONE

ABSENT: NONE

And the resolution was declared adopted this 4th day of
June, 1990, to become effective five (5) days after
publication in the Official Journal.

SN Talbot
COUNCIL CHAIRMAN

Joan Beanel
SECRETARY

DELIVERED TO PARISH PRESIDENT 6-5-90

APPROVED: ok

DISAPPROVED: _____

Alvin D. Lopez
PARISH PRESIDENT

RETURNED TO SECRETARY ON 6-5-90

AT 2:45 AM (PM)

RECEIVED BY JB

Document	Fee
Any adopted long range plan	50.00
Budget book	30.00
Unaudited financial statements	35.00
Audited financial statements	35.00
Nonsufficient fund check fee	30.00
Mailing labels on computer diskette(s), per label \$50.00 minimum fee	0.05

GIS MAPS			
Size	Matte	Glossy	Laminated
8.5 x 11	\$2.00	\$3.00	\$4.00
8.5 x 14	\$3.00	\$4.00	\$5.00
11 x 17	\$4.00	\$5.00	\$8.00
18 x 24	\$8.00	\$11.00	\$17.00
26 x 39	\$18.00	\$25.00	\$39.00
42 x 60	\$44.00	\$62.00	\$97.00
Data—CD/DVD (general data, streets, parcels, etc.)			\$20.00
Custom—CD/DVD (data, extents, tables, etc.)			\$40.00
Imagery—DVD/hard drive (hi resolution aerial photos)			\$75.00 per grid
			\$500.00 whole parish on provided hard drive

The actual costs for postage shall be added to all documents which are mailed.

(b) Either the parish council or the parish president may, whenever the council or the president shall deem it of public interest, waive the charge for any photostatic copy or copies of any ordinance, motion, resolution, or other record of any proceeding of the council. The council secretary may waive the charge for any such copy or copies requested by a governing body, a public official or a parish board or agency.

(c) Such fees as are collected under this section shall be the property of the parish and shall be accounted for by the officer or employee receiving same. All employees providing documents to the public shall complete the required invoice for proper billing at the time services are rendered.

(Ord. No. 82-5-6, §§ I—III, 5-17-82; Ord. No. 85-10-2, §§ I, II, 10-7-85; Ord. No. 92-8-7, § I,

8-3-92; Ord. No. 93-3-16, § I, 3-22-93; Ord. No. 93-12-9, § I, 12-20-93; Ord. No. 95-6-7, § I, 6-5-95; Ord. No. 96-6-8, § 1, 6-18-96; Ord. No. 96-9-4, § 1, 9-9-96; Ord. No. 01-11-2, § I, 11-5-01; Ord. No. 01-11-3, § I, 11-5-01; Ord. No. 03-8-2, § I, 8-4-03; Ord. No. 06-9-7, § I, 9-18-06; Ord. No. 11-8-8, § 1, 8-22-11; Ord. No. 19-4-3, § 1, 4-18-19)

Sec. 2-3. Selection of parish journal.

- (a) For the purpose of effectively selecting an official journal for the parish council, and upon official request of the council, the secretary to the parish council shall secure and present to the parish council those documents necessary for the consideration and selection of an official journal.
- (b) In order to meet the qualifications necessary for the selection as official journal for the parish, the requirements of R.S. 43:141 through 43:149 shall be satisfied in all particulars. (Ord. No. 80-6-17, §§ 1—4, 6-25-80; Ord. No. 85-3-3, §§ III, IV, 3-4-85)

Sec. 2-4. Procedure to dedicate, or revoke dedication of street, canal, etc.

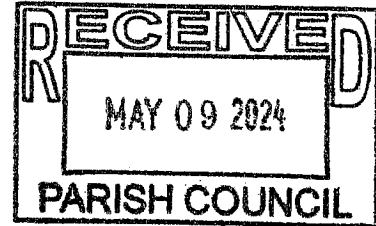
- (a) A formal act of dedication shall be filed by any person requesting the parish council to accept for maintenance streets and drainage using the following format:
- (1) The act shall state the name of the person dedicating the street or drainage.
 - (2) The act shall contain a description of the property in which the street or drainage is located.
 - (3) The act shall state the name of the street, the width and length to be accepted.
 - (4) All drainage ditches shall be properly marked with widths shown. The dedication shall spell out the width and length of each ditch.
 - (5) Two (2) updated maps shall be submitted to accompany each act of dedication. These maps shall give a description of the area including section, tract and range lines; name of subdivision, if

SECRETARY OF STATE

NANCY LANDRY
SECRETARY OF STATE



P.O. BOX 94125
BATON ROUGE, LA 70804-9125



May 6, 2024

Dear Sir or Madam,

According to R.S. 43:141 and R.S. 43:150, the appointment of the official journal of your Parish will expire soon.

Please execute the enclosed Official Parish Journal certificate with regard to the newly-appointed Official Journal of your Parish and return it to this office before June 30, 2024.

A self-addressed envelope is enclosed for your convenience. You may also email it to publications@sos.la.gov. Please feel free to call Elections Services at 225.922.0900 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Alise Babin".

Alise Babin
Elections Services Manager

AB/js
Enclosure

OFFICIAL PARISH JOURNAL SELECTION

In accordance with Louisiana Revised Statutes 43:141 and 43:150, the governing authority of the Parish of _____ has selected:

(Name of Newspaper)

(Complete **MAILING ADDRESS** of Newspaper)

(Telephone Number and Fax Number of Newspaper)

(E-mail address for Legal Advertising for Newspaper)

(Website of Newspaper)
as required by Act 178 2023 Reg. Session

This Official Parish Journal has been selected by said Parish on the _____ day of _____, of the year _____, in the manner provided by law for the period beginning _____ and ending _____.

(Signature of Official) (Title of Official) (Date)

Please return this form to:

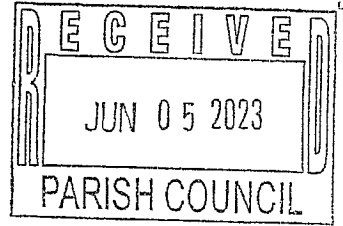
Secretary of State
Election Services
P.O. Box 94125
Baton Rouge, LA 70804-9125

This form can also be sent via email to publications@sos.la.gov.

Any changes that need to be made to contact information for your Newspaper can be sent to the email listed above. We do not change information provided to us without consent from the Parish.

St. Charles
HERALD-GUIDE

opened at PC mtg



June 5, 2023

To: St. Charles Parish Council

The St Charles Herald-Guide hereby offers a firm rate for providing the advertising service as your Official Journal for twelve months beginning July 1, 2023. The rates are as follows:

- \$2.96 per column inch for advertising the newspaper must set into type
- \$2.46 per column inch for advertising the newspaper can scan

These rates comply with the maximum \$6 per 100-word rate set forth by the law of the State of Louisiana for Official Journals. It has been a pleasure to serve as your Official Journal, and we look forward for the opportunity to continue our relationship.

Sincerely,

Jonathan Menard
Publisher
St. Charles Herald-Guide

**CALENDAR OF OFFICIAL ACTION
FOR THE 2025 BUDGET**

<u>DATE</u>	<u>ACTION</u>
06-03-24	Memos to Department Directors to set meeting dates for the Proposed Budget Requests.
06-03-24	Mail Budget Request Memos to Departments and Agencies and compile revenue and expense data.
07-08-24 Thru 07-26-24	Conduct Department Budget Meetings and formulate Proposed 2025 Parish Budget Requests.
07-15-24	District and Agency Proposed Budgets due.
08-01-24	Begin inputting Proposed 2025 Consolidated Operating and Capital Budget data into the computer system.
08-28-24	Present Preliminary Budget Draft to Parish President.
09-13-24	Fax Notice of Availability of Proposed 2025 Budget for Public Inspection, Ordinance and Budget Summary to Paper. (Publish Thursday, 9-19-24)
09-13-24 4 P.M.	Budget Ordinance to Council Secretary for introduction, 9-23-24. Provide a PDF copy of the proposed budget to Council for review. Official budget books to come at a later date once printed.
09-19-24	Publish Notice of Availability of Proposed 2025 Budget for Public Inspection, Ordinance and Budget Summary. (Required Time Lapse – 10 days from Published Notice of 9-19-24 to the first Public Hearing.) Make copy of advertisement. (First Public Hearing has to be after 9/29/2024)

CALENDAR OF OFFICIAL ACTION
FOR THE 2025 BUDGET

<u>DATE</u>	<u>ACTION</u>
10-02-24	Proposed Parish Budget books to Council Secretary for Council. Send Budget to East and West Regional Library Branches and place in Council Chamber. Make copies of Budget Message for the Press and Council.
10-24-24	President formally presents the 2025 Proposed Parish Budget to Council. Send Proposed Budget to Directors and Outside Agencies.
*10-29-24	9 A.M. – Tuesday
*10-31-24	1 P.M. – Thursday
*11-04-24	6 P.M. – Monday
	Suggested Public Hearings on ordinance to appropriate funds for the 2025 Parish Budget. (Pursuant to the Home Rule Charter)
11-14-24	Draft Roads & Bridges and Waterworks Capital Budgets.
11-27-24	Mail any amended budgets to Departments and/or Agencies affected. Note that the Council has until December 01, 2024 to adopt the 2025 Budget.
11-11-24	Mail Public Notice of 11-04-24 to Official Journal.
11-18-24	Introduce Ordinance to adopt the Roads & Bridges and Waterworks Capital Budgets.
12-06-24	Publish Notice of Availability of Enacted Budget including Certification of Budget Completion. Make copy of advertisement.
12-02-24	Adoption of the Roads & Bridges and Waterworks Capital Budgets.
*NOTE:	The Parish Council shall schedule the actual dates for the Budget Public Hearings. The first Hearing has to be scheduled after September 29, 2024.

Prepared by: Department of Finance, May 28, 2024