

St. Charles Parish

Meeting Minutes

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 deBrufer



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*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*

Monday, June 3, 2024

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 6 - Michael A. Mobley, Holly Fonseca, Walter Pilié, Michelle O'Daniels, Bob Fisher, and Michele deBruler
Absent 3 - La Sandra D. Wilson, Heather Skiba, and Willie Comardelle

Also Present

Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Deputy Chief Administrative Officer Samantha de Castro, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Finance Director Grant Dussom, Emergency Preparedness Director Jason Tastet, Public Works Director Miles Bingham, Planning & Zoning Director Michael Albert, Parks and Recreation Director Duane Foret, Eric Zurcher, Public Information Office, Gabrielle Wood, Public Information Office

CALL TO ORDER

PRAYER / PLEDGE

Pastor Chris Housewright
Grace Point Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember O'Daniels, seconded by Councilmember deBruler, to approve the minutes from the regular meeting of May 20, 2024. The motion carried by the following vote:

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler
Nay: 0
Absent: 3 - Wilson, Skiba and Comardelle

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2024-0196

Proclamation: "World Elder Abuse Awareness Day"

Sponsors: Mr. Jewell

Councilwoman deBruler spoke on the matter.

Ms. Keller spoke on the matter.

Chairman Fisher spoke on the matter.

Read

2 2024-0197

Proclamation: "Juneteenth National Independence Day in St. Charles Parish"

Sponsors: Ms. Wilson

Read

3 2024-0198

Proclamation: "Alzheimer's and Brain Awareness Month"

Sponsors: Ms. Fonseca

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2024-0199

Department of Emergency Preparedness and Hurricane Preparedness

Emergency Preparedness Director Jason Tastet reported.

Councilwoman Fonseca spoke on the matter.

Mr. Tastet spoke on the matter.

Councilwoman O'Daniels spoke on the matter.

Councilman Pilié spoke on the matter.

Chairman Fisher spoke on the matter.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN FISHER AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, JUNE 17, 2024, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

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

Publish/Scheduled for Public Hearing to the Parish Council on June 17, 2024

2024-0202

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the Hydraulic Bottleneck Near Destrehan P.S. No. 2, (Project No. P190507), to increase the contract amount by \$5,614.14 and increase the contract time by 185 calendar days.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 17, 2024

2024-0203

An ordinance approving and authorizing the execution of a Professional Services Agreement with Evans-Graves Engineers, Inc., to provide engineering services for LA 52 Phase 2 (Blueberry Hill - US 90) (Project No. P140201), in the amount of \$245,903.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 17, 2024

2024-0204

An ordinance approving and authorizing the execution of Amendment No. 2 to Ordinance No. 22-7-2 which approved the Professional Services Agreement with Digital Engineering & Imaging, Inc., to perform planning services for the Road Maintenance 2022-23 (Project No. P220501), in the amount of \$135,238.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 17, 2024

2024-0205

An ordinance approving and authorizing the execution of a Professional Services Agreement with MB3 Inc. D/B/A Civix, to perform consulting services for the West Bank Hurricane Protection Levee ROW Acquisition and Program Management Services (Project No. P240503), in the not to exceed amount of \$175,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 17, 2024

2024-0206

An ordinance approving and authorizing the execution of a Contract with Southern Sites Services, LLC, for the St. Charles Parish Parks and Recreation Bethune Park Renovations, (Project No. RECBP523), in the amount of \$683,221.20.

Sponsors: Mr. Jewell and Department of Parks and Recreation

Publish/Scheduled for Public Hearing to the Parish Council on June 17, 2024

2024-0207

An ordinance approving and authorizing the execution of a Solid Waste Disposal Agreement with River Birch, L.L.C. for the term commencing on July 1, 2024 and ending on June 30, 2034 with options to renew.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on June 17, 2024

PLANNING AND ZONING PETITIONS**4** 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

Reported:

P & Z Department Recommended: Denial

Planning Commission Recommended: Denial

Planning & Zoning Director Michael Albert spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 0

Nay: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Absent: 3 - Wilson, Skiba and Comardelle

Failed

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

5 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

Reported:

Councilwoman Skiba Recommended: Approval
Councilwoman Fonseca spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-1

6 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

Reported:

P & Z Department Recommended: Approval
Planning & Zoning Director Michael Albert spoke on the matter.

Speakers:

Mr. Cliff Guidry, Broussard

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-2

11 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

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-3

20 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

Reported:

Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-4

33 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

Reported:

Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Bingham spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Moblely, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-5

43 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

Reported:

Finance Director Grant Dussom Recommended: Approval
Finance Director Grant Dussom spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Moblely, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-6

46 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

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Mr. Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-7

55 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

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-8

64 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

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-9

73 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

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-10

82 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

Reported:

Parks and Recreation Department Recommended: Approval
Parks and Recreation Director Duane Foret spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Moblely, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-11

91 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

Reported:

Public Works Department Recommended: Approval
Public Works Director Miles Bingham spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 6 - Moblely, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 24-6-12

RESOLUTIONS**95** 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

Reported:

Parish President Recommended: Approval
Emergency Preparedness Director Jason Tastet spoke on the matter.

Public comment opened; no public comment

Council Discussion

Mr. Tastet spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 6774

APPOINTMENTS2024-0180

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

Nominee:

Councilwoman Fonseca nominated Dr. Jeffrey S. Kuo, M.D.

Nomination(s) Accepted

A motion was made by Councilmember deBruler, seconded by Councilmember Pilié, Close Nomination(s) for File No. 2024-0180. The motion carried by the following vote:

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Nomination(s) Closed

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL**96** 2024-0184

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

The Parish Council Office received sealed bid from the St. Charles Herald-Guide on May 22, 2024.

Chairman Fisher opened the sealed bid and read the bid received from St. Charles Herald-Guide.

Public comment opened; no public comment

VOTE ON THE APPOINTMENT OF THE ST. CHARLES HERALD-GUIDE

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Enactment No: 6775

2024-0201

Calendar of Official Action for the 2025 Budget: Set Public Hearing Dates

Sponsors: Mr. Jewell and Department of Finance

Reported:

Finance Department Recommended: Approval
Finance Director Grant Dussom spoke on the matter.

Public Hearings scheduled for: Tuesday, October 29, 2024 at 9 am; Thursday, October 31, 2024 at 1 pm; and Monday, November 4, 2024 at 6 pm

Public comment opened; no public comment

Accepted the Calendar of Official Action for the 2025 Budget; carried by the following vote:

Yea: 6 - Mobley, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

Accepted

ADJOURNMENT

A motion was made by Councilmember O'Daniels, seconded by Councilmember Pilié, to adjourn the meeting at approximately 7:05 pm. The motion carried by the following vote:

Yea: 6 - Moble, Fonseca, Pilié, O'Daniels, Fisher and deBruler

Nay: 0

Absent: 3 - Wilson, Skiba and Comardelle

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.



Michelle Impastato
Council Secretary

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.

s/MATTHEW JEWELL

**MATTHEW JEWELL
PARISH PRESIDENT**

s/MICHAEL A. MOBLEY

**MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A**

s/HOLLY FONSECA

**HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B
ABSENT**

LA SANDRA D. WILSON

COUNCILWOMAN, DISTRICT I

ABSENT

HEATHER SKIBA

COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ

**WALTER PILIÉ
COUNCILMAN, DISTRICT III**

ABSENT

**WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV**

s/MICHELLE O'DANIELS

**MICHELLE O'DANIELS
COUNCILWOMAN, DISTRICT V**

s/BOB FISHER

**BOB FISHER
COUNCILMAN, DISTRICT VI**

s/MICHELE DEBRULER

**MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII**

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

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.

s/MATTHEW JEWELL

MATTHEW JEWELL

PARISH PRESIDENT

s/MICHAEL A. MOBLEY

MICHAEL A. MOBLEY

COUNCILMAN AT LARGE, DIV. A

s/HOLLY FONSECA

HOLLY FONSECA

COUNCILWOMAN AT LARGE, DIV. B

ABSENT

LA SANDRA D. WILSON

COUNCILWOMAN, DISTRICT I

ABSENT

HEATHER SKIBA

COUNCILWOMAN, DISTRICT II

JUNETEENTH 2024.PCL

s/WALTER PILIÉ

WALTER PILIÉ

COUNCILMAN, DISTRICT III

ABSENT

WILLIE COMARDELLE

COUNCILMAN, DISTRICT IV

s/MICHELLE O'DANIELS

MICHELLE O'DANIELS

COUNCILWOMAN, DISTRICT V

s/BOB FISHER

BOB FISHER

COUNCILMAN, DISTRICT VI

s/MICHELE DEBRULER

MICHELE DEBRULER

COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, Amyotrophic Lateral Sclerosis (ALS) often referred to as "Lou Gehrig's disease," is a progressive neurodegenerative disease that affects nerve cells in the brain and the spinal cord; and,

WHEREAS, it is estimated that ALS is responsible for nearly two deaths per hundred thousand people annually. More people die every year of ALS than of Huntington's disease or multiple sclerosis and it occurs two-thirds as frequently as multiple sclerosis; and,

WHEREAS, the ALS Association symbolizes the hopes of people everywhere that Amyotrophic Lateral Sclerosis will one day be a disease of the past - relegated to historical status, studied in medical textbooks, conquered by the dedication of thousands who have worked ceaselessly to understand and eradicate this perplexing killer; and,

WHEREAS, ALS is an incurable fatal neuromuscular disease characterized by progressive muscle weakness, resulting in paralysis; and,

WHEREAS, the disease attacks nerve cells in the brain and spinal cord causing muscles to no longer receive the messages they need in order to function; gradually weakening and deteriorating them; and,

WHEREAS, members in the community come together to raise funds to benefit the ALS Association in their fight against ALS. Time isn't on the side of those afflicted – fighting ALS is a full-time job; and,

WHEREAS, the 2024 Louisiana Walk to Defeat ALS will be held on Sunday, October 27, 2024, registration begins at 1:30 pm, the walk begins at 2:30 pm at the Pennington Bay Biomedical Research Center, 6400 Perkins Road, in Baton Rouge.

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

"ALS AWARENESS MONTH IN ST. CHARLES PARISH"

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT

s/MICHAEL A. MOBLEY
MICHAEL A. MOBLEY
COUNCILMAN AT LARGE, DIV. A

s/HOLLY FONSECA
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B

ABSENT

LA SANDRA D. WILSON
LA SANDRA D. WILSON
COUNCILWOMAN, DISTRICT I

ABSENT

HEATHER SKIBA
HEATHER SKIBA
COUNCILWOMAN, DISTRICT II

s/WALTER PILIÉ
WALTER PILIÉ
COUNCILMAN, DISTRICT III

ABSENT

WILLIE COMARDELLE
WILLIE COMARDELLE
COUNCILMAN, DISTRICT IV

s/MICHELLE O'DANIELS
MICHELLE O'DANIELS
COUNCILWOMAN, DISTRICT V

s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI

s/MICHELE DEBRULER
MICHELE DEBRULER
COUNCILWOMAN, DISTRICT VII

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:

YEAS: NONE

NAYS: MOBLEY, FONSECA, PILIÉ, O'DANIELS, FISHER, DEBRULER

ABSENT: WILSON, SKIBA, COMARDELLE

**PROPOSED ORDINANCE FAILED FOR LACK OF A FAVORABLE MAJORITY ON
JUNE 3, 2024.**

2024-0186 Failed Ord 2024-7-R

2024-0181

INTRODUCED BY: HEATHER SKIBA, COUNCILWOMAN, DISTRICT II

ORDINANCE NO. 24-6-1

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 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: Bob Fisher

SECRETARY: Michelle Infante

DLVD/PARISH PRESIDENT: June 4, 2024

APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matt Jones

RETD/SECRETARY: JUNE 4, 2024

AT: 3:20pm RECD BY: [Signature]

2024-0182

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

ORDINANCE NO. 24-6-2

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bd Fisher
SECRETARY: Michelle Dupontals
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

6

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:

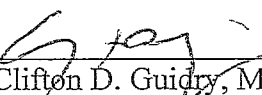

Printed Name: Talon Guidry



Printed Name: Giselle Hernandez

HEATHER OAKS, LLC:


By: Timothy J. Bradley, Manager

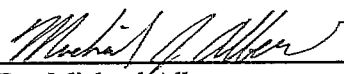
GUIDRY LAND DEVELOPMENT, LLC


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:

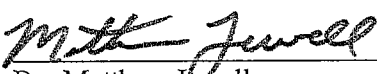

By: Matthew Jewell
Title: President

EXHIBIT A

(see attached plat)

2024-0183

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

ORDINANCE NO. 24-6-3

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Suppato
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: June 4, 2024
AT: 3:20pm RECD BY: [Signature]

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: [Signature]
OWNER (Authorized Signature)

Date: 6-6-24

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., LLC.
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., LLC
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	Calendar 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. 24-6-4

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: [Signature]
SECRETARY: [Signature]
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: [Signature]
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

**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
Matthew Jewell (Print)
Parish President (Title)

6-6-24
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.



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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 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.



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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 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;

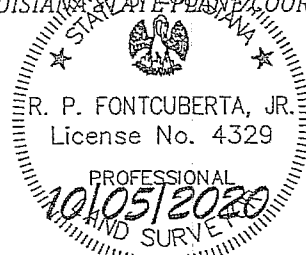
THENCE ALONG A CURVE TO THE LEFT, WITH AN ARC LENGTH OF 32.43 FEET, A RADIUS OF 100.00 FEET, A DELTA ANGLE OF 18°34'58", A CHORD BEARING OF S65°39'29"E, AND A CHORD LENGTH OF 32.29 FEET TO A 5/8" IRON ROD SET;

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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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

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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 CHORD 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;

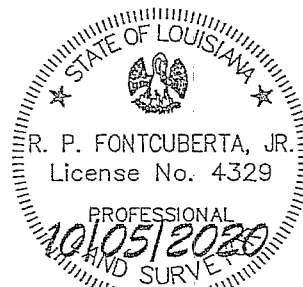
THENCE ALONG A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 46.91 FEET, A RADIUS OF 388.00 FEET A DELTA ANGLE OF 6°55'37", A CHORD BEARING OF N71°29'09"W AND A CHORD LENGTH OF 46.88 FEET TO A 5/8" IRON ROD SET;

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.



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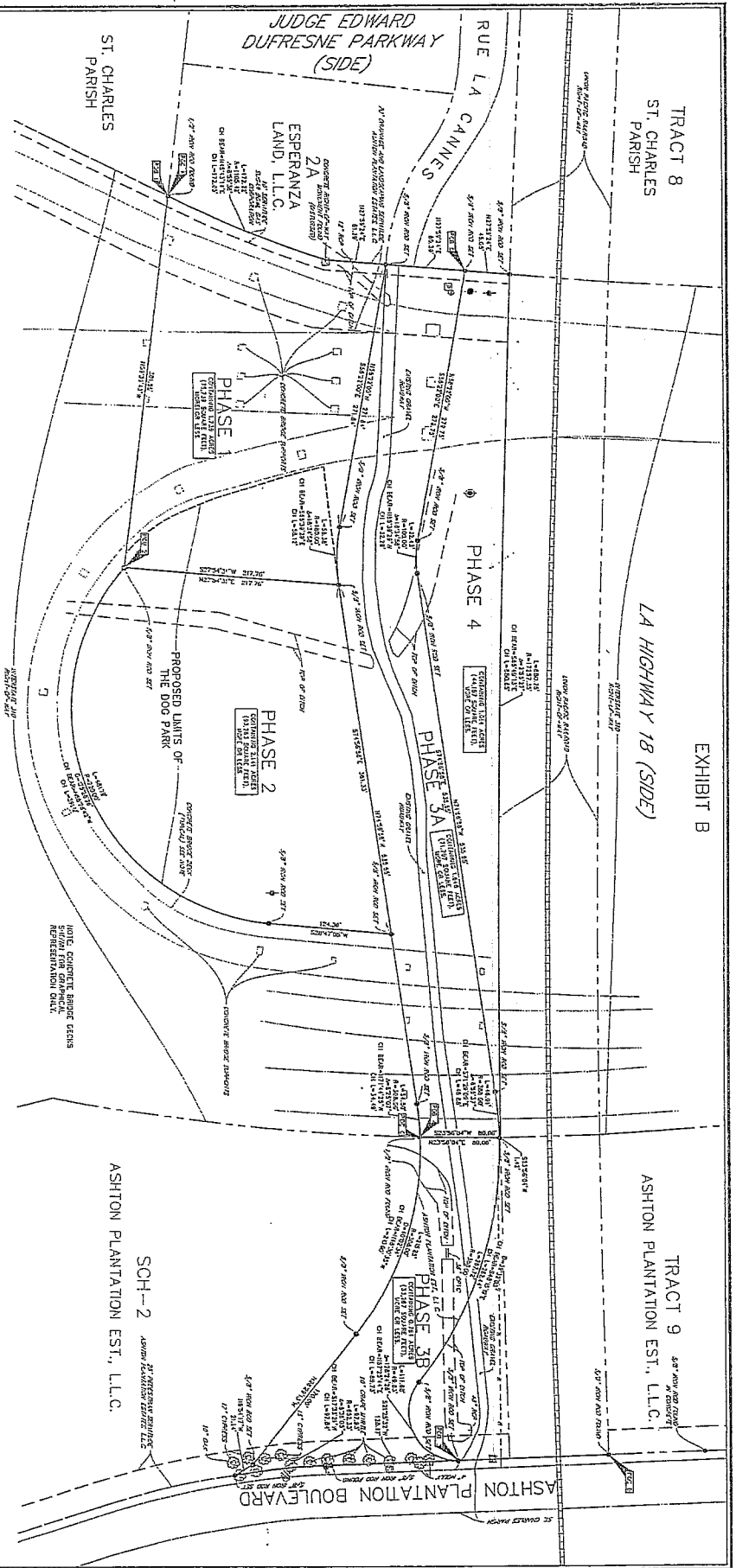
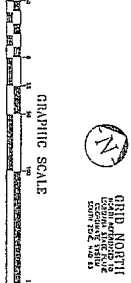


EXHIBIT B



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



NO.	DESCRIPTION	DATE	BY	CHECK
1	PHASE 2 & 3A, 3B, BRIDGE PANS	12/22/19	BY	CHK
2	CREATE PHASE 4, LOTS, RECORD AND DISTANCE AND RIGHT LEGAL RESUBDIVISION	12/22/19	BY	CHK
3	AMEND PROPOSED DOG PARK LINES	10/02/20	BY	CHK

SCALE: 1" = 66'

APPROVED 21, 2019

DATE: 10/02/20

PROJECT NO. V-101

DATE: 10/02/20

DESTREHAN PUBLIC WORKS DEPARTMENT

2024-0188

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

ORDINANCE NO. 24-6-5

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after this publication in the official journal.

CHAIRMAN: Bry Fisher
SECRETARY: Michelle Lapadula
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

SECTION 00806

CHANGE ORDER

No. 001

DATE OF ISSUANCE 5/3/24

EFFECTIVE DATE 6/6/24

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

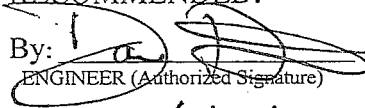
Attachments:

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>

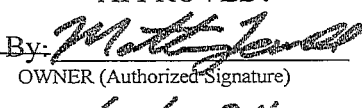
CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: _____ July 12, 2024 _____ Ready for final payment: _____ August 26, 2024 _____ (days or dates)
Net change from previous Change Orders No. ___ to No. ___: Substantial Completion: _____ N/A _____ Ready for final payment: _____ N/A _____ (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:

By: 
ENGINEER (Authorized Signature)

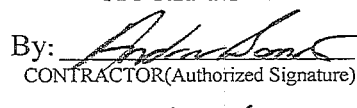
Date: 5/3/24

APPROVED:

By: 
OWNER (Authorized Signature)

Date: 6-6-24

ACCEPTED:

By: 
CONTRACTOR (Authorized Signature)

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
<u>Option A</u> 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
<u>Option 1</u> 40,664.00 SF	2 COATS Tnemec Series 90G-1K97 Tnemec-Zinc/46h-413 and Tnemec-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
<u>Option 2</u> 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	\$244,887.04
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
<u>Option 1</u> 6,801 SF	2 COATS Tnemec Series 90G-1K97 Tnemec-Zinc/46h-413 and Tnemec-Tar 16.0-20.0 dry mils at 2.5-3.5 dry mils	\$6.28	SF	\$42,710.28
<u>Option 2</u> 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: _____

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Exhibit B

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



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
<u>Option A</u> 598pcs 1,445.17 WF	<u>Sale of Line item #05121-01; Cold Formed Alternative 1 for AZ-26; 50600 SF</u> 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
<u>Option 1</u> 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 Chromin Williams system Top 10' Lengths; Both sides of ALL DZ-105 Pieces	\$6.62	SF	\$269,495.68
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
<u>Option 1</u> 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 Chromin Williams system	\$6.62	SF	\$45,023.66
	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: _____

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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	\$ -
Tax is 9.95% and does not include charges on freight										
Subtotal w/o Freight				\$ 1,181,220.38	Subtotal w/o Freight				\$ 1,332,746.74	\$ 151,526.36
Subtotal w/ Freight				\$ 1,241,220.38	Subtotal w/ Freight				\$ 1,392,746.74	\$ 151,526.36
Tax				\$ 117,531.43	Tax				\$ 132,608.30	\$ 15,076.87
Tax Total				\$ 1,298,751.81	Tax Total				\$ 1,465,355.04	\$ 166,603.23
Total w/ Freight				\$ 1,358,751.81	Total w/ Freight				\$ 1,525,355.04	\$ 166,603.23

Final Price of CO

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

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2024-0189

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

ORDINANCE NO. 24-6-6

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Spontano
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Math Jones
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

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**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. 24-6-7

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Fisher*
SECRETARY: *Michelle Dupont*
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matt Jewell*
RETD/SECRETARY: June 16, 2024
AT: 3:20pm RECD BY: *[Signature]*

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.

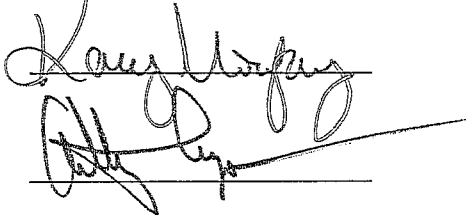
15. NON-EXCLUSIVITY CLAUSE

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:

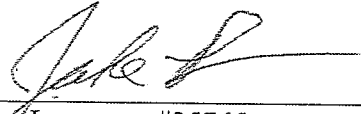
It being the desire and purpose of Blaine Guillot Private Chef, LLC, to be licensed or registered and maintain such license or registration, BE IT RESOLVED, that BLAINE GUIULLOT, who is a manager and member of this limited liability company is in his legal capacity, hereby authorized and directed to 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
ATTORNEY AT LAW
BAR # 25765
My Commission is for life

2024-0191

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

ORDINANCE NO. 24-6-8

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle D'Amato
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Math Jewell
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

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.
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 - 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

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- B. CONTRACTOR shall maintain pertinent records for duration of this Agreement or a greater amount of time, if required by law.

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 - 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.
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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.

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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.

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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.

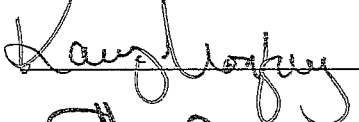
15. NON-EXCLUSIVITY CLAUSE

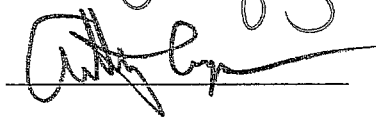
This Agreement is non-exclusive and shall not in any way preclude St. Charles Parish from entering into similar agreements and/or arrangements with other vendors or contractors or from acquiring similar, equal or like goods and/or services from other entities or sources.

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.

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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:

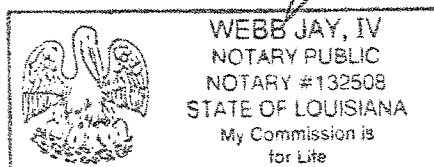
It being the desire and purpose of **Bluebird Boards & More, LLC**, to be licensed or registered and maintain such license or registration, **BE IT RESOLVED**, that **Monica Carruth**, who is a member and manager of this limited liability company is in her official capacity, hereby authorized and directed 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. 24-6-9

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:

- YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
- NAYS: NONE
- ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
 SECRETARY: Michelle Dupont
 DLVD/PARISH PRESIDENT: June 4, 2024
 APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
 RETD/SECRETARY: June 6, 2024
 AT: 3:20pm RECD BY: [Signature]

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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 **Dareffa's Catering LLC**, PO Box 151 Norco, LA 70079, herein represented by Dareffa 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.

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- 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%

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- 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.

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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.

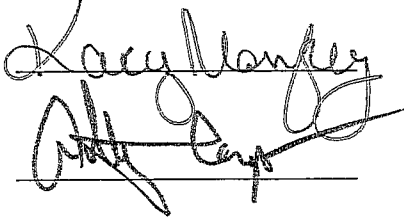
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:



St. Charles Parish



By: Matthew Jewell
Parish President

ATTEST:

Daretta's Catering, LLC

By: Daretta Wilson
Owner

EXHIBIT A: SCOPE OF WORK

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SCOPE OF WORK

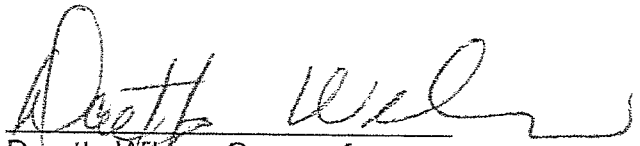
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6. CONTRACTOR shall employ, train and closely supervise all persons necessary to the operations of the business hereunder and shall hire qualified and experienced personnel to provide all services appropriate for the operations granted herein. All 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.
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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.

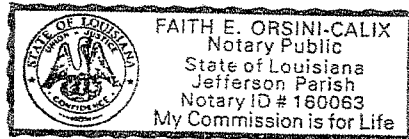


Daretta Wilson, Owner of
Daretta's Catering, LLC

NOTARY Fee
CERTIFICATE OF ATTORNEY

I, **FAITH E. ORSINI-CALIX**, hereby certify that I am the *Notary Fee* ~~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. 24-6-10

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

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.
- 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.

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- 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.

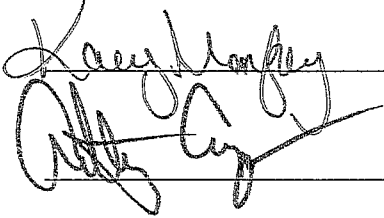
15. NON-EXCLUSIVITY CLAUSE

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.

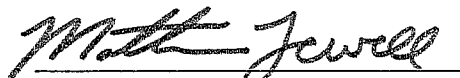
If any portion of this Agreement is found invalid, it does not affect the remaining portions of this Agreement.

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:

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

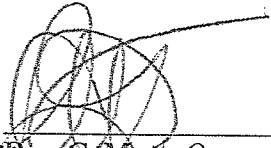
1. CONTRACTOR shall promptly provide written notice to OWNER during normal business hours 8:30 A.M.-4:00 P.M. Monday-Friday upon execution of a contract to provide catering services at the facility.
2. CONTRACTOR will coordinate all work with the OWNER's designated representative(s).
3. CONTRACTOR has 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:

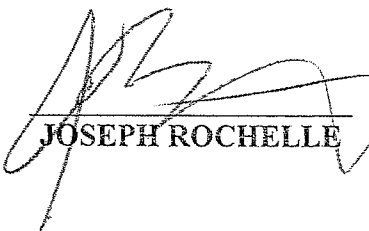
It being the desire and purpose of **JAE FLEM CATERING SERVICES, L.L.C.**, to be licensed or registered and maintain such license or registration, **BE IT RESOLVED**, that **RON C. MOTT**, who is a member and manager of this limited liability company is in his official capacity, hereby authorized and 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. 24-6-11

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

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:

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A. CATERING

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- 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.

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- 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.

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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.

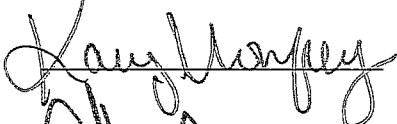
15. NON-EXCLUSIVITY CLAUSE


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.

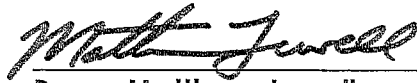
IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Agreement.

ATTEST:





St. Charles Parish



By: Matthew Jewell
Parish President

ATTEST:

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

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.

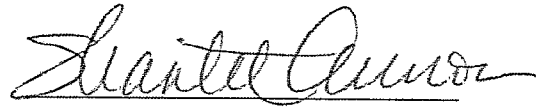
CERTIFICATE OF RESOLUTION

FOR

SHENELL'S SEAFOOD LLC

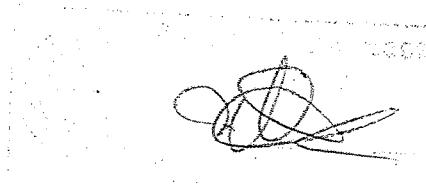
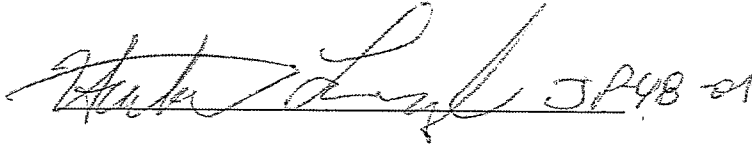
This is to certify that the undersigned, being a member and the manager of SHENELL'S SEAFOOD LLC, organized under the laws of the State Of Louisiana, having its principal place of business at 161 Castle Drive; Edgard, Louisiana 70049; on the 6th day of May 2024, the following resolution was duly and 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. 24-6-12

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the ordinance was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Apastola
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

**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 6 day of June, 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,

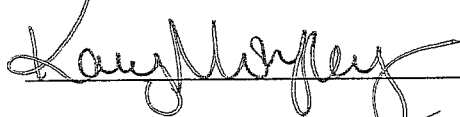
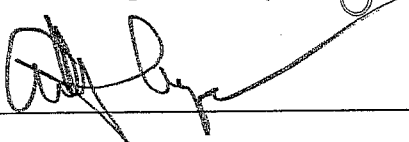
WHEREAS, The Agreement between St. Charles Parish and Richard C. Lambert Consultants, L.L.C. needs to be amended to increase Construction Management fees to \$77,046.75 and decrease Resident Inspection fees to \$58,209.25.

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 6 day of June, 2024.

Witnesses:

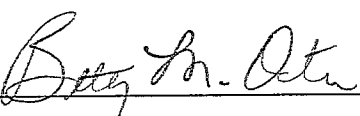
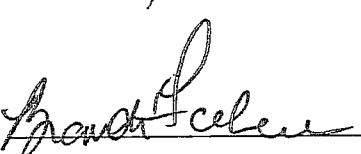



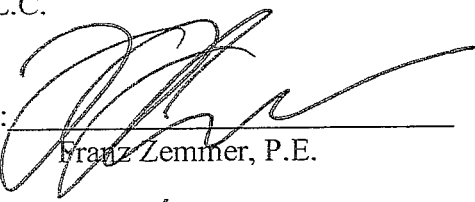
ST. CHARLES PARISH

By: 
Matthew Jewell
Parish President

Date: 6-6-24

RICHARD C. LAMBERT CONSULTANTS
L.L.C.

By: 
Franz Zemmer, P.E.

Date: 05/23/2024

ATTACHMENT "C"
BARBER ROAD BANK STABILIZATION
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.

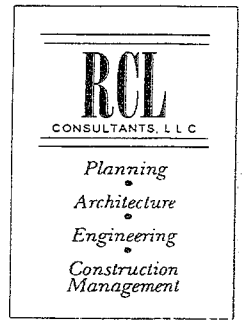
For each task in and any other services required for this project, the work is to be initiated only upon receipt of a written work order from the DIRECTOR which must include the scope of work and a minimum fee that can be charged. The maximum cumulative fee that can be charged for all work on this contract, 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 Manager/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 Franz J. Zemmer, PE, Member of the Limited Liability Company is hereby authorized and empowered to execute any and all contracts and related documents for Professional Services 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 23rd day of May, 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.

A handwritten signature in black ink, appearing to read "Richard C. Lambert", is written over a horizontal line.

Richard C. Lambert, Manager/Member
Richard C. Lambert Consultants, LLC

2024-0200

INTRODUCED BY: MATTHEW JEWELL, PARISH PRESIDENT
RESOLUTION NO. 6774

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the resolution was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Fisher
SECRETARY: Michelle Infestato
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: ✓ DISAPPROVED: _____
PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]

2024-0184

RESOLUTION NO. 6775

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 St. Charles Herald - Guide

P.O. Box 1199, Boutte, LA 70039

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:

YEAS: MOBLEY, FONSECA, PILIE, O'DANIELS, FISHER, DEBRULER
NAYS: NONE
ABSENT: WILSON, SKIBA, COMARDELLE

And the resolution was declared adopted this 3rd day of June, 2024, to become effective five (5) days after publication in the Official Journal.

OFFICIAL JOURNAL APPT.

CHAIRMAN: Bob Ficke
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: June 4, 2024
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matt Jewell
RETD/SECRETARY: June 6, 2024
AT: 3:20pm RECD BY: [Signature]