



St. Charles Parish

Meeting Minutes

Parish Council

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

Final

Council Chairman Beth A. Billings
Councilmembers Holly Fonseca, La Sandra Darensbourg Gordon,
Mary K. Clulee, Dick Gibbs, Nicky Dufrene, Marilyn B. Bellock,
Bob Fisher, Julia Fisher-Cormier

Monday, April 24, 2023

6:00 PM

Council Chambers, Courthouse

ATTENDANCE

Present 8 - Beth A. Billings, Holly Fonseca, La Sandra Darensbourg Gordon, Mary K. Clulee, Dick Gibbs, Marilyn B. Bellock, Bob Fisher, and Julia Fisher-Cormier
Absent 1 - Nicky Dufrene

Also Present

Parish President Matthew Jewell, Legal Services Director Corey Oubre, Legal Services Assistant Director Robert Raymond, Chief Administrative Officer Mike Palamone, Chief Operations Officer Darrin Duhe, Executive Director of Technology and Cybersecurity Anthony Ayo, Director of Communications/Public Information Officer Samantha de Castro, Finance Director Grant Dussom, Public Works Director Miles Bingham, Senior Projects Manager Sam Scholle, Planning & Zoning Director Michael Albert, Earl Matherne, Planning Administrator, Community Services Director Joan Tonglet Diaz, Parks and Recreation Director Duane Foret, R.S.V.P. Director Jeanne Arabie, Eric Zurcher, Public Information Office

CALL TO ORDER

Meeting called to order at 6:02 pm.

PRAYER / PLEDGE

Pastor Thomas Hines
Hope Church, Destrehan

APPROVAL OF MINUTES

A motion was made by Councilmember Fisher, seconded by Councilmember Fonseca, to approve the minutes from the regular meeting of April 10, 2023. The motion carried by the following vote:

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Cormier
Nay: 0
Absent: 1 - Dufrene

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 2023-0089

Proclamation: "National Day of Prayer"

Sponsors: Mr. Jewell

Read

Councilman Nicky Dufrene arrived in the meeting.

2 2023-0090

In Recognition: Stacie Dufrene, 2022 St. Charles Parish Civil Service Employee of the Year

Sponsors: Ms. Billings, Ms. Fonseca, Ms. Darensbourg Gordon, Ms. Clulee, Mr. Gibbs, Mr. Dufrene, Ms. Bellock, Mr. Fisher, Ms. Fisher-Cormier and Mr. Jewell

Parish President Matthew Jewell spoke on the matter.

Read

3 2023-0091

Proclamation: "RSVP Volunteer Day in St. Charles Parish"

Sponsors: Mr. Jewell

Read

4 2023-0092

Proclamation: "Older Americans Month"

Sponsors: Mr. Jewell

Read

5 2023-0093

Proclamation: "Flood Risk Awareness Month in St. Charles Parish"

Sponsors: Ms. Fisher-Cormier

Councilwoman Fisher-Cormier spoke on the matter.

Read

6 2023-0094

Proclamation: "Little Red Church Festival Weekend"

Sponsors: Ms. Darensbourg Gordon

Read

7 2023-0095

Proclamation: "Bayou Des Allemands Blessing of the Fleet Day"

Sponsors: Mr. Dufrene

Read

8 2023-0096

Proclamation: "ALS Awareness Month in St. Charles Parish"

Sponsors: Ms. Billings

Read

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2023-0097

Information Technology

Executive Director of Technology and Cybersecurity Anthony Ayo reported.

Councilwoman Billings spoke on the matter.

Reported

2023-0098

Parish President Remarks/Report

Sponsors: Mr. Jewell

Parish President Matthew Jewell reported.

Reported

IN ACCORDANCE WITH ARTICLE IV, SECTION B OF THE HOME RULE CHARTER, CHAIRMAN BILLINGS AUTHORIZED THAT THE ORDINANCES, HAVING BEEN PRESENTED FOR INTRODUCTION, DISTRIBUTED TO COUNCIL MEMBERS AND THE PARISH PRESIDENT, AND NOT REJECTED BY TWO-THIRDS OF THE COUNCIL MEMBERS, ARE TO BE PUBLISHED IN SUMMARY FORM AS FOLLOWS IN THE OFFICIAL JOURNAL WITH NOTICE OF PUBLIC HEARING TO BE HELD ON MONDAY, MAY 8, 2023, 6:00 P.M., COUNCIL CHAMBERS, COURTHOUSE, HAHNVILLE, TO BE CONSIDERED FOR FINAL PASSAGE:

2023-0099

An ordinance approving and authorizing the execution of a Professional Services Agreement with Alpha Testing and Inspection, Inc., to perform testing services for the Hydraulic Bottleneck Near Destrehan P.S. No. 2 (Project No. P190507), in the not to exceed amount of \$26,000.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 8, 2023

2023-0100

An ordinance approving and authorizing the execution of a Professional Services Agreement with Crescent Engineering & Mapping, LLC, to perform surveying services for Bamboo Street Drainage Improvements (Project No. P221101), in the lump sum amount of \$26,350.00.

Sponsors: Mr. Jewell and Department of Public Works

Publish/Scheduled for Public Hearing to the Parish Council on May 8, 2023

2023-0101

An ordinance to amend the 2022 Consolidated Operating and Capital Budget to adjust Beginning Fund Balances to Actuals and to adjust Revenues and Expenditures in various funds.

Sponsors: Mr. Jewell and Department of Finance

Publish/Scheduled for Public Hearing to the Parish Council on May 8, 2023

2023-0102

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from O-L to M-1 on Lots 526, 527, 528, and 529, Sunset Drainage District, as shown on the survey by J.C. Lovell dated October 1, 1959, municipal address 837 Bayou Gauche Road (LA 306), Paradis, as requested by Brandt Dufrene on behalf of One Mile, LLC.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Publish/Scheduled for Public Hearing to the Parish Council on May 8, 2023

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

9 2023-0082

An ordinance to provide for the installation of “**ALL-WAY STOP**” signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose.

Sponsors: Ms. Bellock

Reported:

Councilwoman Bellock Recommended: Approval
Councilwoman Bellock spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 23-4-6

10 2023-0083

An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 5, 2023 through July 14, 2023.

Sponsors: Mr. Jewell and Department of Community Services

Reported:

Community Services Department Recommended: Approval
Community Services Director Joan Diaz spoke on the matter.

Public Hearing Requirements Satisfied

Council Discussion

Ms. Diaz spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 23-4-7

14 2022-0225

An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group, PC, to perform planning services for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of \$54,500.00.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Parish President Matthew Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 23-4-8

31 2023-0084

An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and ZoraChristina Catering, 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

Council Discussion

Mr. Foret spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 23-4-9

40 2023-0085

An ordinance approving and authorizing the execution of an Agreement between St. Charles Parish and Messina's Concessions, Inc., 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: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Cormier

Nay: 0

Absent: 1 - Dufrene

Enactment No: 23-4-10

50 2023-0087

An ordinance to approve a purchase and/or expropriate a 0.174 acre servitude designated as Parcel A-3 and a 1.156 acre servitude designated as Parcel A-4 over property owned by Cristina & Lauricella, Inc., for the Montz Pump Station and Drainage Modification Project.

Sponsors: Mr. Jewell and Department of Public Works

Reported:

Department of Public Works Recommended: Approval
Public Works Director Miles Bingham invited Senior Projects Manager Sam Scholle to the podium to speak on the matter.
Mr. Scholle spoke on the matter.

Public Hearing Requirements Satisfied

VOTE ON THE PROPOSED ORDINANCE

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 23-4-11

52 2023-0088

An ordinance approving and authorizing the execution of a Professional Services Agreement with N-Y Associates, Inc., to perform professional services for the Highway 90 Overlay Zone project, in the not to exceed amount of \$150,320.00.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Reported:

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

Public Hearing Requirements Satisfied

Council Discussion

Mr. Albert spoke on the matter.
President Jewell spoke on the matter.

VOTE ON THE PROPOSED ORDINANCE

Yea: 8 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Bellock, Fisher and Fisher-Cormier

Nay: 1 - Dufrene

Enactment No: 23-4-12

RESOLUTIONS**70** 2023-0103

A resolution approving a waiver of distance requirements for a restaurant establishment from five hundred feet (500') to not less than three hundred feet (300') from a protected building used exclusively as a church for Boudreaux's River Road Restaurant located at 11760 River Road, St. Rose as requested by Crystal Durand.

Sponsors: Mr. Jewell and Department of Planning & Zoning

Public comment opened on the deviation; no public comment

A motion was made by Councilmember Gibbs, seconded by Councilmember Darenbourg Gordon, to deviate from the regular order of the agenda to take up File No. 2023-0103; a matter not on the agenda. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Deviated

Reported:

Department of Planning and Zoning Recommended: Approval

Public comment opened; no public comment

Planning & Zoning Director Michael Albert spoke on the matter.

Council Discussion

Parish President Matthew Jewell spoke on the matter.

Mr. Albert spoke on the matter.

VOTE ON THE PROPOSED RESOLUTION

Yea: 8 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Fisher and Fisher-Cormier

Nay: 1 - Bellock

Enactment No: 6691

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

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Returned

APPOINTMENTS

72 2023-0074

A resolution appointing Mr. Ryant D. Price to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

VOTE ON THE APPOINTMENT OF MR. RYANT D. PRICE

Yea: 9 - Billings, Fonseca, Darensbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cormier

Nay: 0

Enactment No: 6692

ADJOURNMENT

A motion was made by Councilmember Fonseca, seconded by Councilmember Fisher, to adjourn the meeting at approximately 7:41 pm. The motion carried by the following vote:

Yea: 9 - Billings, Fonseca, Darenbourg Gordon, Clulee, Gibbs, Dufrene, Bellock, Fisher and Fisher-Cornier

Nay: 0

I HEREBY CERTIFY THE FOREGOING TO BE EXACT AND TRUE.


Michelle Impastato
Council Secretary

PROCLAMATION

WHEREAS, *because of the faith of many of our founding fathers, public prayer and national days of prayer have a long-standing and significant history in American tradition; and,*

WHEREAS, *the first call to prayer was proclaimed by the Second Continental Congress in 1775; and,*

WHEREAS, *the National Day of Prayer was created in 1952 by a joint resolution of Congress and signed into law by President Harry S. Truman. In 1988, the law was unanimously amended by both the House and the Senate and signed into law by President Ronald Reagan, designating the first Thursday of May as a day of national prayer; and,*

WHEREAS, *prayer brings people together; prayer builds bridges between opposing persons and even political parties, and prayer reminds us that we are created in God's image and He desires for us to represent Him everywhere we go. Prayer brings UNITY; and,*

WHEREAS, *the 2023 National Day of Prayer theme is "Pray Fervently In Righteousness And Avail Much". People across our Nation will gather together on this day to observe this symbolic event.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THURSDAY, MAY 4, 2023, AS

"NATIONAL DAY OF PRAYER"

IN ST. CHARLES PARISH.

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT

s/BETH A. BILLINGS
BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A

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

s/LA SANDRA DARENSBOURG GORDON
LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

ABSENT
NICKY DUFRENE
COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI

ABSENT
JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

The Parish of St. Charles

April 24, 2023

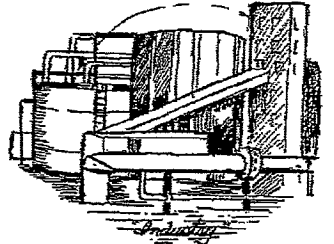
IN RECOGNITION



WHEREAS, Stacie Dufrene is a resident of St. Charles Parish, residing in Bayou Gauche, Louisiana with her husband, Elvin. They are the proud parents of three children: Kaitlyn Baudouin, Lawrence Deroche Jr., and Mikayla Dufrene; and one grandchild, Bennett Baudouin; and,



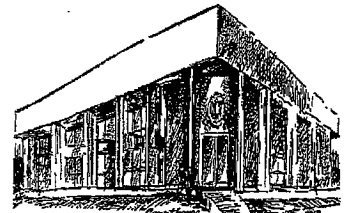
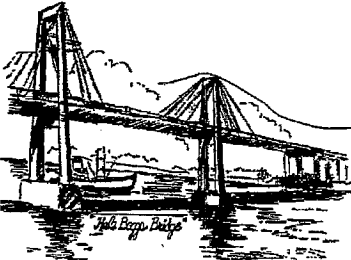
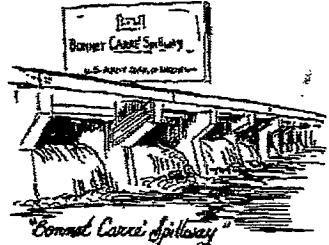
WHEREAS, Stacie began working full time for St. Charles Parish in June of 2002 as a Utility Billing Clerk for the Department of Waterworks, she was transferred in October 2002 to a Clerk with the Department of Wastewater, promoted in March 2010 to Wastewater Maintenance Clerk, promoted in December 2012 to Secretary, and then in July 2019, she was promoted to Wastewater Employee Specialist, her current position, for the Department of Wastewater; and,



WHEREAS, Stacie's loyalty, dedication, kind nature, and impeccable work ethic has set a model standard of public service to the residents of St. Charles Parish. She exemplifies an impressive level of excellence day in and day out without any desire of being accredited for these achievements; and,

WHEREAS, today, we thank you and offer our sincerest appreciation for all your hard work and commitment to St. Charles Parish.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, do hereby recognize



STACIE DUFRENE 2022 ST. CHARLES PARISH CIVIL SERVICE EMPLOYEE OF THE YEAR

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

Matthew Jewell

**MATTHEW JEWELL
PARISH PRESIDENT**

Dick Gibbs

**DICK GIBBS
COUNCILMAN, DISTRICT III**

Beth A. Billings

**BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A**

Nicky Dufrene

**NICKY DUFRENE
COUNCILMAN, DISTRICT IV**

Holly Fonseca

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

Marilyn B. Bellock

**MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V**

La Sandra Darenbourg Gordon

**LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I**

Bob Fisher

**BOB FISHER
COUNCILMAN, DISTRICT VI**

Mary K. Clulee

**MARY K. CLULEE
COUNCILWOMAN, DISTRICT II**

Julia Fisher Cormier

**JULIA FISHER CORMIER
COUNCILWOMAN, DISTRICT VII**

PROCLAMATION

WHEREAS, *Retired and Senior Volunteer Program (RSVP) enables older Americans aged 55 and over to contribute to their communities through volunteer services; and,*

WHEREAS, *retired and senior volunteers are recruited and assigned locally to serve on a regular basis throughout their communities in local schools, libraries, adult day care centers, senior centers, hospitals, nursing homes, museums, government agencies, literacy, substance abuse prevention, mass care, disaster relief and many other community service organizations; and,*

WHEREAS, *RSVP Volunteer Day is a great opportunity to recognize and thank the retired and senior volunteers for giving back to their communities.*

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THURSDAY, APRIL 27, 2023, AS

“RSVP VOLUNTEER DAY IN ST. CHARLES PARISH”

s/MATTHEW JEWELL

**MATTHEW JEWELL
PARISH PRESIDENT**

s/BETH A. BILLINGS

**BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A**

s/HOLLY FONSECA

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

s/LA SANDRA DARENSBOURG GORDON

**LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I**

s/MARY K. CLULEE

**MARY K. CLULEE
COUNCILWOMAN, DISTRICT II**

Volunteer Day 2023.pcl.docx

s/DICK GIBBS

**DICK GIBBS
COUNCILMAN, DISTRICT III**

s/NICKY DUFRENE

**NICKY DUFRENE
COUNCILMAN, DISTRICT IV**

s/MARILYN B. BELLOCK

**MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V**

s/BOB FISHER

**BOB FISHER
COUNCILMAN, DISTRICT VI**

ABSENT

**JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII**

PROCLAMATION

WHEREAS, St. Charles Parish includes a growing number of older Americans who contribute their strength, wisdom, and experience to our community; and,

WHEREAS, communities benefit when people of all ages, abilities, and backgrounds are welcomed, included, and supported; and,

WHEREAS, St. Charles Parish recognizes our need to create a community that provides the services and supports older Americans' need to thrive and live independently for as long as possible; and,

WHEREAS, St. Charles Parish can work to build an even better community for our older residents by: planning programs that encourage independence, ensuring activities are responsive to individual needs and preferences, and increasing access to services that support aging in place; and,

WHEREAS, the 2023 theme for Older Americans Month is "Aging Unbound".

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 2023, AS

"OLDER AMERICANS MONTH"

IN ST. CHARLES PARISH AND URGE EVERY RESIDENT TO RECOGNIZE THE CONTRIBUTIONS OF OUR OLDER CITIZENS, HELP TO CREATE AN INCLUSIVE SOCIETY, AND JOIN EFFORTS TO SUPPORT OLDER AMERICANS' CHOICES ABOUT HOW THEY AGE IN THEIR COMMUNITIES.

BE IT FURTHER RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM THURSDAY, MAY 25, 2023, AS

"OLDER AMERICANS MONTH CELEBRATION DAY"

AND ENCOURAGE ALL CITIZENS IN THE PARISH TO JOIN IN THE FESTIVITIES FROM 9:30 AM – 2:00 PM AT THE JUDGE EDWARD DUFRESNE COMMUNITY CENTER IN LULING.

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT

s/BETH A. BILLINGS
BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A

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

s/LA SANDRA DARENSBOURG GORDON
LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

s/NICKY DUFRENE
NICKY DUFRENE
COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI

ABSENT
JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, flooding poses a risk to the safety and property of residents; and,
WHEREAS, flooding from storm surge is one of the biggest dangers during tropical weather; and,
WHEREAS, it is recommended that all residents purchase flood insurance regardless of their flood zone; and,
WHEREAS, the parish’s Flood Aware Committee was organized in 2017 to compile a plan for public information that informs residents of local flood risks and promotes flood insurance coverage; and,
WHEREAS, the Flood Aware Committee is led by the Public Information Office and the parish’s Coastal Zone Management team and includes stakeholders from the local chamber of commerce, industry, real estate, banks, and nonprofits; and,
WHEREAS, on February 17, 2020 the St. Charles Parish Council approved Resolution No. 6475 officially adopting the “Stormwater Management Program for Public Information” which has been submitted to the National Flood Insurance Program (NFIP) for the Community Rating System and has reduced flood insurance rates for all St. Charles Parish residents.

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 2023 AS

“FLOOD RISK AWARENESS MONTH IN ST. CHARLES PARISH”

BE IT FURTHER RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY URGE ALL COMMUNITY MEMBERS TO PURCHASE FLOOD INSURANCE AND BE INFORMED OF LOCAL FLOOD RISKS AND MITIGATION PRACTICES DURING THE MONTH OF MAY.

s/MATTHEW JEWELL
 MATTHEW JEWELL
 PARISH PRESIDENT
s/BETH A. BILLINGS
 BETH A. BILLINGS
 COUNCILWOMAN AT LARGE, DIV. A
s/HOLLY FONSECA
 HOLLY FONSECA
 COUNCILWOMAN AT LARGE, DIV. B
s/LA SANDRA DARENSBOURG GORDON
 LA SANDRA DARENSBOURG GORDON
 COUNCILWOMAN, DISTRICT I
s/MARY K. CLULEE
 MARY K. CLULEE
 COUNCILWOMAN, DISTRICT II

s/DICK GIBBS
 DICK GIBBS
 COUNCILMAN, DISTRICT III
s/NICKY DUFRENE
 NICKY DUFRENE
 COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
 MARILYN B. BELLOCK
 COUNCILWOMAN, DISTRICT V
s/BOB FISHER
 BOB FISHER
 COUNCILMAN, DISTRICT VI
 ABSENT
JULIA FISHER-CORMIER
 JULIA FISHER-CORMIER
 COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, St. Charles Borromeo Catholic Church is hosting their 41st annual Little Red Church Food & Fun Festival on May 5 - 7, 2023, at 13396 River Road in Destrehan, Louisiana; and,

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

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM MAY 5 - 7, 2023, AS ST. CHARLES BORROMEO CATHOLIC CHURCH'S "LITTLE RED CHURCH FESTIVAL WEEKEND"

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

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT

s/BETH A. BILLINGS
BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A

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

s/LA SANDRA DARENSBOURG GORDON
LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I

s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III

s/NICKY DUFRENE
NICKY DUFRENE
COUNCILMAN, DISTRICT IV

s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V

s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI

ABSENT
JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

PROCLAMATION

WHEREAS, the Krewe of Des Allemands and community members will host their Annual Boat Blessing on Sunday, May 7, 2023, from 12:30 pm – 2:30 pm, under the big bridge on Highway 90 in Des Allemands; and,

WHEREAS, all boats are welcome; commercial fishing boats, work boats, sport fishing boats, charter boats, power boats, pleasure crafts, PWC's, hunting boats, mud boats, houseboats, kayaks, etc.

NOW THEREFORE, BE IT RESOLVED, WE THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM SUNDAY, MAY 7, 2023, AS

"BAYOU DES ALLEMANDS BLESSING OF THE FLEET DAY"

IN ST. CHARLES PARISH AND INVITE ALL CITIZENS TO ATTEND AND ENJOY THE FUN AND FESTIVITIES.

s/MATTHEW JEWELL

**MATTHEW JEWELL
PARISH PRESIDENT**

s/BETH A. BILLINGS

**BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A**

s/HOLLY FONSECA

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

s/LA SANDRA DARENSBOURG GORDON

**LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I**

s/MARY K. CLULEE

**MARY K. CLULEE
COUNCILWOMAN, DISTRICT II**

s/DICK GIBBS

**DICK GIBBS
COUNCILMAN, DISTRICT III**

s/NICKY DUFRENE

**NICKY DUFRENE
COUNCILMAN, DISTRICT IV**

s/MARILYN B. BELLOCK

**MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V**

s/BOB FISHER

**BOB FISHER
COUNCILMAN, DISTRICT VI**

ABSENT

**JULIA FISHER-CORMIER
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 2023 Louisiana Walk to Defeat ALS will be held on Saturday, November 4, 2023, registration begins at 9:00 am, the walk begins at 10:00 am 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 2023 AS

"ALS AWARENESS MONTH IN ST. CHARLES PARISH"

s/MATTHEW JEWELL
MATTHEW JEWELL
PARISH PRESIDENT
s/BETH A. BILLINGS
BETH A. BILLINGS
COUNCILWOMAN AT LARGE, DIV. A
s/HOLLY FONSECA
HOLLY FONSECA
COUNCILWOMAN AT LARGE, DIV. B
s/LA SANDRA DARENSBOURG GORDON
LA SANDRA DARENSBOURG GORDON
COUNCILWOMAN, DISTRICT I
s/MARY K. CLULEE
MARY K. CLULEE
COUNCILWOMAN, DISTRICT II

s/DICK GIBBS
DICK GIBBS
COUNCILMAN, DISTRICT III
s/NICKY DUFRENE
NICKY DUFRENE
COUNCILMAN, DISTRICT IV
s/MARILYN B. BELLOCK
MARILYN B. BELLOCK
COUNCILWOMAN, DISTRICT V
s/BOB FISHER
BOB FISHER
COUNCILMAN, DISTRICT VI
ABSENT
JULIA FISHER-CORMIER
COUNCILWOMAN, DISTRICT VII

2023-0082

INTRODUCED BY: MARILYN B. BELLOCK, COUNCILWOMAN, DISTRICT V
ORDINANCE NO. 23-4-6

An ordinance to provide for the installation of "**ALL-WAY STOP**" signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose.

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 regulating vehicular traffic entering the intersection; and,

WHEREAS, it is the desire of the Parish Council to authorize the installation of "**ALL-WAY STOP**" signs at the intersection of Oaklawn Ridge Lane and Oaklawn Drive in St. Rose 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 Oaklawn Ridge Lane and Oaklawn Drive in St. Rose.

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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

2023-0082 All-way-Oaklawn Ridge Lane and Oaklawn Dr./St. Rose

CHAIRMAN: *Bob Billings*
SECRETARY: *Michelle Depantab*
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT *Matt Jewell*
RETD/SECRETARY: April 25, 2023
AT: 2:54 pm RECD BY: *[Signature]*

2023-0083

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

ORDINANCE NO. 23-4-7

An ordinance approving and authorizing the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 5, 2023 through July 14, 2023.

WHEREAS, the St. Charles Parish Department of Community Services is the sponsor for the Summer Food Program; and,

WHEREAS, the St. Charles Parish School Board has implemented a fee schedule for the use of its facilities during the program; and,

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

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

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

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beth Billings
SECRETARY: Michelle Spontato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54pm RECD BY: [Signature]

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

This agreement is made and entered into as of the _____ day of 2023, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by Matthew Jewell, President, duly authorized by Ordinance No. 23-4-7 dated April 24, 2023 hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Ken Oertling, Ed. D., Superintendent, duly authorized by action of the St. Charles Parish School Board, dated _____, hereinafter referred to as "School Board."

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

1. The School Board hereby grants to the Council, for the period of June 5, 2023 through July 14, 2023, (total of 24 days) the use and control of the kitchen and cafeteria of Carver Early Learning Center and Albert St. Rose Elementary School. The Council shall have the use of the property for a fee of \$0.15 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 31, 2023, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.

2. The Council agrees to:
 - A. Use the above described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
 - B. Accept in the present condition and subject to any servitude above described property.
 - C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.
 - D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
 - E. Pay \$4,500.00 as reimbursement for utilities and other costs arising out of use of the property to be leased and \$10,000.00 as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program. These are estimated figures based on usage from June and July 2022. The Summer Feeding program will be responsible for the actual usage figures for June and July 2023 that will be provided at the conclusion of the program.
 - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
 - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish Council who funds its operation from June 5, 2023 through July 14, 2023 through the Summer Food Service Program."
 - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.

- I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
 - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
 - B. Except as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.
 - C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
 - D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
 - E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
 - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
 - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$100,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

(3) Louisiana statutory workers' compensation coverage and employer's liability with a limit of not less than one million dollars (\$1,000,000.00) dollars.

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

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

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

WITNESSES:

ST. CHARLES PARISH COUNCIL

Jennifer Cusp

Billy Raymond

Matthew Jewell

Matthew Jewell, Parish President

DATE: 4/25/2023

WITNESSES:

ST. CHARLES PARISH PUBLIC SCHOOLS

Dr. Ken Oertling, Superintendent

WITNESSES:

ST. CHARLES PARISH SCHOOL BOARD

Arthur A. Aucoin, Board President

DATE: _____

2022-0225

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

ORDINANCE NO. 23-4-8

An ordinance approving and authorizing the execution of a Professional Services Agreement with Duplantis Design Group, PC, to perform planning services for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of \$54,500.00.

WHEREAS, the Parish desires to develop a master plan for the 110-acre parcel located between Highway 632 and Bayou Des Allemands, where the proposed boat launch and access road will be built; and,

WHEREAS, a master plan would include a due diligence assessment, community survey, concept development and plan development; and,

WHEREAS, the Professional Services Agreement between St. Charles Parish and Duplantis Design Group, PC, describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and Duplantis Design Group, PC, for the Des Allemands Park Planning Services (Project No. P220208), in the not to exceed amount of \$54,500.00 is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Duplantis
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54pm RECD BY: [Signature]

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 1st day of May, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and DUPLANTIS DESIGN GROUP (DDG), PROFESSIONAL CORPORATION, a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for DES ALLEMANS PARK PLANNING SERVICES Project No. P220208 as described in Ordinance No. 27-4-8 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

DES ALLEMANS PARK PLANNING SERVICES
Project No. P220208

- 2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.
- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.
- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

- A. Soil investigations
- B. Laboratory inspection of materials and equipment
- C. Right-of-Way, easement and property acquisition surveys, plats, maps and documents
- D. Any major revisions for which the Consultant is not responsible, that are authorized by the Owner after the completion and approval of either the preliminary or final plans and specifications
- E. Services concerning replacement of any work damaged by fire or other causes during construction
- F. Services made necessary by the default of the contractor in the performance of the construction contract
- G. Services as an expert witness in connection with court proceedings
- H. Traffic consulting if necessary
- I. Topographic Survey

- J. Preparation of Environmental Assessment documents and/or Environmental Permits
- K. If all or part of the work is to be financed by a Federal or State Grant, the Consultant shall assist the Owner in the preparation of the Grant application and with the Grant Administration, unless otherwise specifically agreed upon previously herein.

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.

- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.
- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For *Supplementary Services* described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.
- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 OTHER

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

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

WITNESSES:

Jennifer Cusp

Billy Raymond

WITNESSES:

Candace D. Oncale

Fuzze Paul

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

4-25-23

Date:

DUPLANTIS DESIGN GROUP, PC

Thomas H. Buckel

By: Thomas H. Buckel, P.E.
Principal

5/1/23

Date:

ATTACHMENT "A"
PROJECT SCOPE

DES ALLEMANDS PARK PLANNING SERVICES
Project No. (220208)

The Scope of Work is as follows:

The scope involves development of a master plan for the 110-acre parcel located between Highway 632 and Bayou Des Allemands, where the proposed boat launch and access road will be built. The master plan will be inclusive of a due diligence assessment, community survey, concept development and plan development as described below. The master plan will be used to generate additional funding for the remaining portion of the project, not including the access road and boat launch. The master plan will consider a variety of improvements that can be accomplished within the boundaries of the parcel, as well as phasing options for said improvements.

DUE DILIGENCE/ASSESSMENT PHASE

Upon written authorization from OWNER, CONSULTANT shall:

- a. Conduct an on-site audit with photographic/video documentation of existing site conditions.
- b. Prepare graphic maps that assist in delineating the site's development opportunities and constraints with consideration to environmental concerns, roadway alignment, views, solar and wind orientation, soils, flora and fauna, and site drainage patterns.
- c. Prepare a scaled park base plan based on the on-site audit and previously completed items, including but not limited to, topographic survey, LIDAR, geographic data, and previous planning.
- d. Phase deliverable includes the scaled park base plan sent to the OWNER electronically. After review of the base plan, CONSULTANT shall incorporate any comments and revisions as determined by the OWNER.

COMMUNITY SURVEY PHASE

Upon completion of the Due Diligence/Assessment Phase, CONSULTANT shall:

- a. Develop an online digital survey for community-wide distribution by the Parish. The survey shall use photographic examples of potential project elements to establish "Community Values" that will assist in developing a design theme and programmatic components the park should include.

- b. Present results from the Community Survey to the OWNER and discuss as needed. OWNER may determine items to include or remove as CONSULTANT proceeds to the Concept Development Phase. OWNER may determine that an in-person Town Hall Meeting with locals would serve an added benefit to development of a park concept. This meeting is to be discussed if the Community Survey yields little response.

CONCEPT DEVELOPMENT PHASE

Upon completion of the Community Survey Phase, CONSULTANT shall:

- a. Develop varying park concepts by incorporating results from the Community Survey and Due Diligence/Assessment Phases, as well as any OWNER input up until this point.
- b. Prepare two (2) scaled alternative diagrammatic site plan sketches for the study area. These alternatives will illustrate development concepts with hand-sketches, color rendered plans laid on top of the aerial imagery and existing site plan data. The alternatives will be supplemented with precedent images of photographic examples to demonstrate the design concepts offered.
- c. Phase deliverable includes the two (2) scaled alternative site plan sketches sent to the OWNER electronically. After review of the concept, CONSULTANT shall incorporate any comments and revisions as determined by the OWNER. If an in-person meeting is deemed necessary by either the OWNER or CONSULTANT then the CONSULTANT shall coordinate.

MASTER PLAN DEVELOPMENT PHASE

Upon completion of the Concept Development Phase, CONSULTANT shall:

- a. Develop a draft Master Plan with the following items:
 - 1. **Rendered Site Plan** – will outline the proposed development. The plan will be developed in an AutoCAD drawing and will be digitally rendered and labeled to illustrate the overall design intent.
 - 2. **Photographic Precedent Images** – will demonstrate the design intent with the use of photographic examples of the intended design solution.
 - 3. **Rendered Perspective** – will prove the design objective by creating a single (1) illustration of the proposed improvements.
- b. Present the draft Master Plan to the OWNER and public for general input/comments. Draft a questionnaire for the OWNER to distribute to the public for more feedback.

- c. Conduct a meeting with the internal steering committee (OWNER) to get input, guidance and preferences to programmatic components and diagrammatic alternatives to inform the design team in developing the final Master Plan.
- d. After considering all feedback up until this point of design, the CONSULTANT is to finalize the Master Plan including the following items:
 - 1. **Final Site Plan (Rendered)** – will outline the proposed development. The plan will be developed in an AutoCAD drawing and will be digitally rendered and labeled to illustrate the overall design intent.
 - 2. **Final Precedent Images** – will demonstrate the design intent with the use of photographic examples of the intended design solution.
 - 3. **Final Rendered Perspective** – will prove the design objective by creating a single (1) illustration of the proposed improvements.
 - 4. **Rough Order of Magnitude Costing** – will assign preliminary construction cost of the project to assist with establishing a budget for the comprehensive development of the park.
 - 5. **Phasing Strategy** – will categorize components into sequential projects that can be implemented independently based on priority and funding.
 - 6. **Funding Strategy** – will identify funding sources (public and private) to pay for the implementation of various project components.
- e. Phase deliverable includes the full final Master Plan to the OWNER both electronically and hard copies as requested. No more than six (6) hard copies will be requested.

ATTACHMENT "B"
PROJECT SCHEDULE

DES ALLEMANDS PARK PLANNING SERVICES
Project No. (220208)

The CONSULTANT shall complete the following phases of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Due Diligence/Assessment Phase	30
Community Survey Phase	30
Concept Development Phase	30
Master Plan Development Phase	60

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services, and the rates and amounts of CONSULTANT's compensation, shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

DES ALLEMANDS PARK PLANNING SERVICES
Project No. (220208)

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for basic services as described in Attachment A is estimated to be \$54,500.00 based on the following estimated distribution of compensation:
 1. Due Diligence/Assessment Phase \$6,950.00
 2. Community Survey Phase \$7,000.00
 3. Concept Development Phase \$8,950.00
 4. Master Plan Development Phase \$31,600.00
- b. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual phases of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- c. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- d. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- e. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.

LABOR CATEGORIES

Principal	\$210.00/hr	Drone Pilot	\$140.00/hr
Associate	\$190.00/hr	Sr. CAD Designer	\$110.00/hr
Business Unit Leader	\$175.00/hr	Survey Tech III	\$110.00/hr
Sr. Design Professional	\$165.00/hr	Chief of Parties	\$110.00/hr
Sr. Project Manager	\$155.00/hr	Party Chief	\$100.00/hr
Sr. Designer	\$150.00/hr	CAD Designer	\$95.00/hr
Sr. PLS	\$150.00/hr	Survey Tech II	\$95.00/hr
Design Professional	\$145.00/hr	CAD Tech	\$85.00/hr
Project Manager	\$135.00/hr	Survey Tech I	\$85.00/hr
PLS	\$120.00/hr	Project Representative	\$65.00/hr
Asst. Project Manager	\$110.00/hr	Admin Assistant	\$60.00/hr
Field Crew	\$160.00/hr		

REIMBURSABLE ITEMS

Vehicle Travel for Project (subject to change based on IRS guidance)	IRS Rate
Transportation, Lodging + Subsistence for Out-of-Town Travel	Cost
Printing	Cost
Photographs, Telecopier, Shipping + Materials	Cost
Filing/Recording/Permitting Fees	Cost
Deposition/Trial Testimony by Principal, PE, AIA, PLS	Rate x 1.5
Subconsultant Services	Cost + 10%
Pipeline Detectors	
RD8100	\$75.00/day
Drone	\$250.00 / 1/2 Day + \$500.00 / Full Day
Hydro/Marine	
Magnetometer	\$200.00 / day
Applanix IMU	\$600.00 / day
Single Beam	\$200.00 / day
Sub-Bottom Profiler	\$500.00 / day
Side Scan Sonar	\$425.00 / day
Special Rental Equipment	Rental Cost
All-Terrain Vehicle	\$100.00 / Day
12' Aluminum Boat	\$35.00 / day
24' Crew Boat	\$650.00 - 750.00 / day

EFFECTIVE: APRIL 2022

* ALL RATES ARE SUBJECT TO CHANGE

UNANIMOUS CONSENT OF BOARD OF DIRECTORS
OF DUPLANTIS DESIGN GROUP, PC

April 3, 2023

The Board of Directors hereby consent to the following resolution:

Thomas H Buckel, Vice President of Engineering has the authority on behalf of Duplantis Design Group, PC (DDG) to execute the contract for professional services agreement, affidavits and/or amendments between Duplantis Design Group, PC and the St. Charles Parish for the Des Allemands Park Planning Services project.

Authorized and executed by the Officers of Duplantis Design Group, PC as follows:



Kainen T. LeBlanc, Chief Administrative Officer

2023-0084

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

ORDINANCE NO. 23-4-9

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

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

WHEREAS, ZoraChristina Catering, L.L.C., meets all qualifications; and,

WHEREAS, it is the desire of the Parish and ZoraChristina Catering, L.L.C., to enter into an Agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and ZoraChristina Catering, 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 Agreement on behalf of the Parish of St. Charles 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Ray Billings*
SECRETARY: *Michelle Espartaco*
DLVD/PARISH PRESIDENT: *April 25, 2023*
APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *April 25, 2023*
AT: *2:54 pm* 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 ZoraChristina Catering, L.L.C. located at 165 Jordan Court LaPlace, Louisiana 70068, herein represented by Monique McGee-Duronslet, Founder/CEO, 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 May 1, 2023 thru May 1, 2024. 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. If any dispute arises regarding this Agreement venue shall be in the 29th Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

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:

Guillermo Cruz
Billy Raymond

St. Charles Parish

Matthew Jewell
By: Matthew Jewell
Parish President

ATTEST:

ZoraChristina Catering, L.L.C.

By: Monique McGee-Duronslet
Founder/CEO

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 which do not exceed 100 guests 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
ZORACHRISTINA CATERING, LLC**

This is to certify that the undersigned, being a member and manager of **ZORACHRISTINA CATERING, LLC**, organized under the laws of the State of Louisiana, having its principal place of business at 165 Jordan Court LaPlace, Louisiana 70068; on the 5th day of April, 2023, the following resolution was duly and legally presented and adopted, to wit:

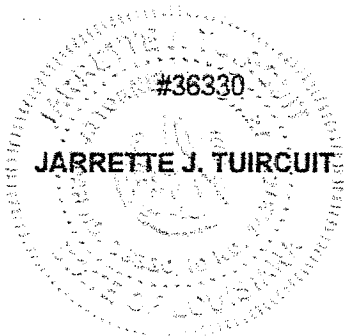
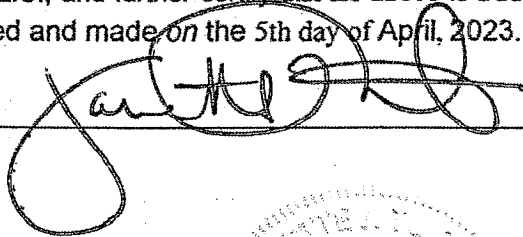
It being the desire and purpose of **ZORACHRISTINA CATERING, LLC** to be licensed or registered and maintain such license or registration, **BE IT RESOLVED**, that **MONIQUE MCGEE**, who is a member and manager of this limited liability company is in her official capacity, hereby authorized and directed 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.



Monique McGee, Representative of ZoraChristina Catering, LLC

CERTIFICATE OF ATTORNEY

I, **JARRETTE J. TUIRCUIT**, hereby certify that I am the attorney for ZoraChristina 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 5th day of April, 2023.



2023-0085

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

ORDINANCE NO. 23-4-10

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

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

WHEREAS, Messina's Concessions, Inc., meets all necessary qualifications; and,

WHEREAS, it is the desire of the Parish and Messina's Concessions, Inc., to enter into an Agreement for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Agreement between St. Charles Parish and Messina's Concessions, Inc., 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 Agreement on behalf of the Parish of St. Charles 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: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: DUFRENE

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Bob Billings
SECRETARY: Michelle Spantato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54 pm 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 Messina's Concessions, Inc. located at 2717 Williams Blvd., Kenner, Louisiana 70065, herein represented by George Messina, President, 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 May 1, 2023 thru May 1, 2024. 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 Ste 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).
 - I. 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 \$1,000.00 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%

1. 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. 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/ 1 00 (\$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. If any dispute arises regarding this Agreement venue shall be in the 29th Judicial District Court, in and for the Parish of St. Charles, State of Louisiana.

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:

Gerardo Cruz

Billy Raymond

ATTEST:

Priscilla Abelo

Miguel Abelo

St. Charles Parish

Matthew Jewell

By: Matthew Jewell
Parish President

Messina's Concessions, Inc.

George Messina

By: George Messina
President

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 property hung, labeled and stored at all times in the kitchen.

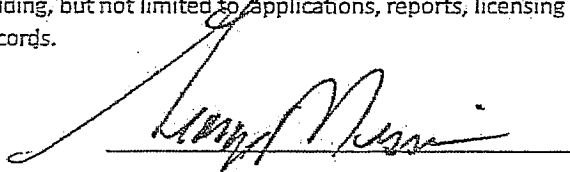
CERTIFICATE OF RESOLUTION

FOR

MESSINA'S, INC.

This is to certify that the undersigned, being the President and owner of MESSINA'S, INC., organized under the laws of the State of Louisiana, having its principal place of business at 2717 Williams Boulevard, Kenner, Louisiana 70062, on the 13th day of April, 2023, the following resolution was duly and legally presented and adopted, to wit:

It being the desire and purpose of MESSINA'S, INC. to be licensed or registered and maintain such license or registration, BE IT RESOLVED, that GEORGE MESSINA, who is the President and owner of the corporation 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.



George Messina, President of Messina's, Inc.

CERTIFICATE OF ATTORNEY

I, EMILE J. BABIN, hereby certify that I am the attorney for Messina's, Inc. and further certify that the above is true and correct record of the resolution that was adopted and made on the 13th day of April, 2023.



EMILE J. BABIN

2023-0087

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

ORDINANCE NO. 23-4-11

An ordinance to approve a purchase and/or expropriate a 0.174 acre servitude designated as Parcel A-3 and a 1.156 acre servitude designated as Parcel A-4 over property owned by Cristina & Lauricella, Inc., for the Montz Pump Station and Drainage Modification Project.

WHEREAS, the community of Montz, St. Charles Parish, Louisiana has a history of drainage problems; and,

WHEREAS, hydrology and engineering analyses were completed in the Montz watershed area, which produced recommendations to improve the drainage in said area by constructing pump stations, cleaning canals, modifying, and constructing additional drainage ditches; and berms; and,

WHEREAS, it is necessary for St. Charles Parish to acquire the identified real estate interest from landowners in order for St. Charles Parish to construct, operate, and maintain Montz Pump Station No. 1 to protect the property owners in the Montz community; and,

WHEREAS, properties are more particularly described on the drawing by GIS Engineering, LLC, dated December 2, 2022, attached hereto and made a part hereof; and,

WHEREAS, the fair market value of the required real estate interest that needs to be acquired, as established by a licensed MAI appraiser, is \$3,291.75.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the purchase and/or expropriation of a 0.174 acre servitude designated as Parcel A-3 and a 1.156 acre servitude designated as Parcel A-4 is hereby approved and accepted in the not to exceed value of \$3,291.75.

SECTION II. That the Parish President is hereby authorized to execute any and all documents necessary to complete said purchase and/or expropriation on behalf of St. Charles Parish.

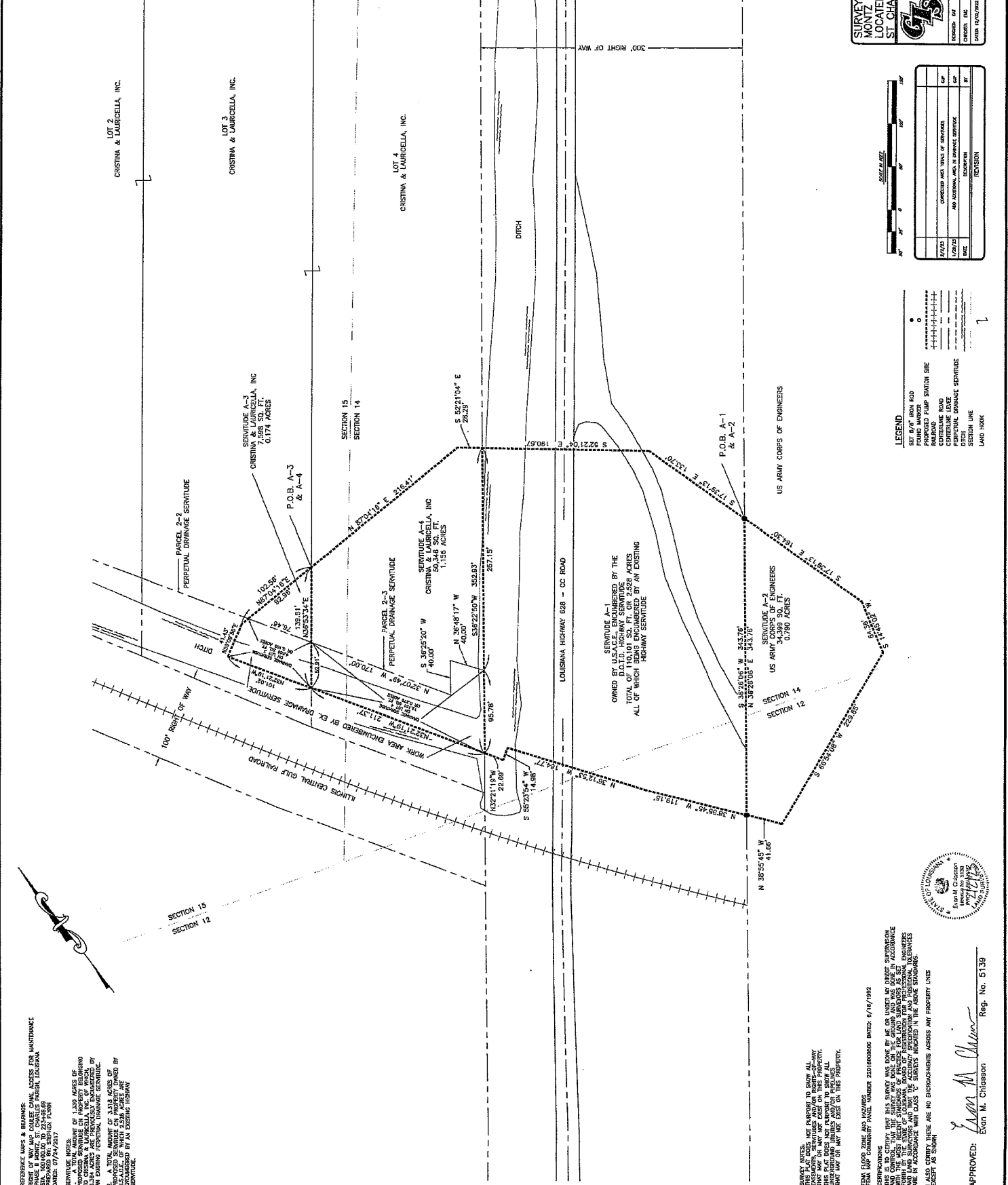
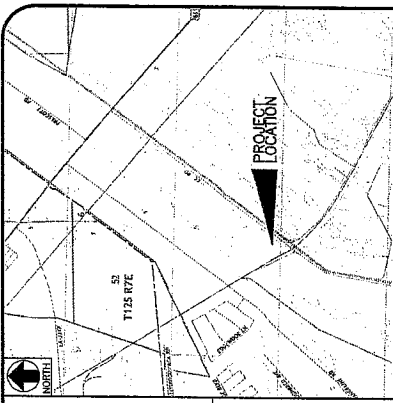
The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
NAYS: NONE
ABSENT: NONE

And the ordinance was declared adopted the 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beck Billings
SECRETARY: Michelle Dupontato
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: ✓ DISAPPROVED: _____

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54pm RECD BY: [Signature]



CS ENGINEERING LLC
 3643 Hwy 308
 Nopopolis, LA 70390
 (504) 338-2772
 WWW.CS-ENGINEERING.COM
 ENVIRONMENTAL CONSULTING

**SURVEY OF SERVITUDES A-1, A-2, A-3, & A-4
 MONITZ 267 CFS PUMP STATION
 LOCATED IN SECTIONS 12, 14, & 15, T12S-R7E
 ST. CHARLES PARISH, LOUISIANA**

DATE: 6/14/2012
 CHECKED: DM
 DRAWN: DM
 PROJECT: 12-14-15-R7E-267CFS
 JOB NO: 1118-130-194

SCALE: 1" = 2000'

NO.	DATE	REVISION
1	6/14/2012	ISSUE FOR PERMIT

LEGEND

- SEE 8 1/2" IRON ROD
- PERMANENT MONUMENT
- PERMANENT PUMP STATION SITE
- RAILROAD
- CONCRETE ROAD
- PERPETUAL DRAINAGE SERVITUDE
- DITCH
- LAND BOUNDARY



APPROVED: *Egon M. Chason*
 Egon M. Chason
 Reg. No. 5139

DATE: 6/14/2012
 CHECKED: DM
 DRAWN: DM
 PROJECT: 12-14-15-R7E-267CFS
 JOB NO: 1118-130-194

REFERENCE MAPS & BEARINGS:
 RIGHT OF WAY MAP, COULTEZ CANAL, ACCESS FOR MAINTENANCE,
 STATE OF LOUISIANA, DISTRICT OF ST. CHARLES PARISH, LA 70390
 DATE: 07/24/2010

SERVITUDE NOTES:
 1. TOTAL AMOUNT OF 1,320 ACRES OF PERPETUAL DRAINAGE SERVITUDE TO BE PROVIDED BY AN EXISTING HIGHWAY SERVITUDE TO CRISTINA & LAURICELLA, INC. OR WHICH IS OWNED BY AN EXISTING PERPETUAL DRAINAGE SERVITUDE.
 2. A TOTAL AMOUNT OF 3,318 ACRES OF PERPETUAL DRAINAGE SERVITUDE TO BE PROVIDED BY AN EXISTING HIGHWAY SERVITUDE.

SURVEY NOTES:
 1. ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.
 2. ALL BEARINGS ARE TRUE BEARINGS.
 3. THIS PLAN DOES NOT REPRESENT TO SHOW ALL ADJACENT PROPERTY LINES.
 4. ALL DISTANCES ARE TO THE CENTERLINE OF THE SERVITUDE.

FROM PLAT 12-14-15-R7E-267CFS, DISTRICT OF ST. CHARLES PARISH, LA 70390, DATED: 6/14/2012

CERTIFICATIONS:
 I, Egon M. Chason, a Professional Engineer in the State of Louisiana, certify that this survey was done in accordance with the laws and regulations of the State of Louisiana, and that I am a duly licensed Professional Engineer in the State of Louisiana.

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2023-0088

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

ORDINANCE NO. 23-4-12

An ordinance approving and authorizing the execution of a Professional Services Agreement with N-Y Associates, Inc., to perform professional services for the Highway 90 Overlay Zone project, in the not to exceed amount of \$150,320.00.

WHEREAS, the Parish desires to implement development standards through the commercial corridor of US Highway 90 between I-310 and Willowdale Boulevard to improve the aesthetics and orderly development of the area; and,

WHEREAS, the recent update to the St. Charles 2030 Comprehensive Land Use Plan identifies numerous implementation policies that would directly be addressed through the pursuit of such development standards; and,

WHEREAS, a consultant-selection process was completed that included a Request for Proposals which were reviewed by a Selection Committee; and,

WHEREAS, N-Y Associates, Inc., was chosen via RFP in the selection process and has agreed to contract with St. Charles Parish to perform professional services as defined by the agreement, which describes the details of the proposed services and compensation.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Professional Services Agreement between St. Charles Parish and N-Y Associates, Inc., to perform professional services for the Highway 90 Overlay Zone project, in the not to exceed amount of \$150,320.00 is hereby approved and accepted.

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

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

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
BELLOCK, FISHER, FISHER-CORMIER
NAYS: DUFRENE
ABSENT: NONE

And the ordinance was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: *Bob Billings*
SECRETARY: *Michelle Dupontato*
DLVD/PARISH PRESIDENT: *April 25, 2023*
APPROVED: DISAPPROVED:

PARISH PRESIDENT: *Matthew Jewell*
RETD/SECRETARY: *April 25, 2023*
AT: *2:54 pm* RECD BY: *[Signature]*

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and effective as of the 1st day of May, 2023 by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the OWNER, and N-Y ASSOCIATES, INC., a corporation and/or limited liability company acting herein by and through its Contracting Officer, hereinafter called CONSULTANT, duly authorized by corporate resolution or certificate of authority attached hereto and made a part hereof. Whereas the Owner desires to employ a professional consulting firm to perform consulting work and services for HIGHWAY 90 OVERLAY ZONE as described in Ordinance No. 23-4-12 which is attached hereto and made a part hereof.

1.0 GENERAL TERMS

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

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

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

2.0 PROJECT

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

HIGHWAY 90 OVERLAY ZONE

2.2 The Project consist of the scope of services and work as defined in Attachment "A" hereto.

- 2.3 Consultant shall perform all scope of services and work in accordance with the Schedule as defined in Attachment "B" hereto unless otherwise mutually agreed upon by the parties in writing.
- 2.4 The Consultant agrees to comply with all Federal, State, and Local Laws and Ordinances applicable to the scope of services and work or in entering any other agreement with any another party to complete the work.

3.0 SERVICES OF CONSULTANT

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

4.0 OWNERSHIP OF DOCUMENTS

- 4.1 Documents including but not limited to plans, specifications, maps, basic survey notes, sketches, charts, computations and all other data prepared or obtained under the terms of this authorization shall become the property of the Owner and shall be made available for Owner's inspection at any time during the Project and, shall be delivered to the Owner prior to termination or final completion of the Contract.

- 4.2 Consultant may retain a set of documents for its files.
- 4.3 Reuse of Documents. Any reuse of documents or materials without written authorization or adaptation by Consultant to the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors, and consultants.
- 4.4 No materials, to include but not limited to reports, maps or other documents produced as a result of this Contract, in whole or in part, shall be available to Consultant for copyright purposes. Any such materials produced as a result of this Contract that might be subject to copyright shall be the property of the Owner and all such rights shall belong to the Owner, and the Owner shall be sole and exclusive entity who may exercise such rights.

5.0 SUPPLEMENTARY SERVICES

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

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

Such supplementary services may include the following:

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

6.0 DEFECTIVE WORK

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

7.0 NOTICE TO PROCEED

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

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

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

8.0 PAYMENTS

- 8.1 Owner shall pay Consultant for the performance of work and services as outlined in Attachment "C" to this Agreement.
- 8.2 Payment for Consultant work and services on projects that do not require construction services, such as feasibility studies or drainage studies, shall be made based upon Consultant's estimate of the proportion of the services actually completed at the time of billing and shall be made in partial payments at monthly intervals.
- 8.3 If the Project, or any portion thereof, is not completed for any reason, the final fee for consulting work and services shall be negotiated between Owner and Contractor. If the final fee for work and services is not mutually agreed upon, either party may elect in writing to submit the dispute to mediation. If mediation is not mutually agreed upon, written notice will be submitted to the other party of the intent to submit the dispute to the 29th Judicial District Court of St. Charles Parish, State of Louisiana.
- 8.4 If authorized in writing by Owner, for the performance of, or for obtaining from others Additional Services which are not considered normal or customary consulting, the Owner shall pay Consultant based on monthly invoices submitted by the Consultant, within sixty (60) days of receipt of Consultant's invoice. Consultant shall provide written notice to Owner when no services or work have been performed during a given month.

- 8.5 For Additional Authorized Services provided by the Consultant such as, but not limited to, wetlands permitting, land and right-of-way acquisition, surveying, NPDES and LADEQ permit renewal or acquisition work, etc. Owner shall pay Consultant based on an agreed upon hourly rate(s) between the Owner and Consultant. Payment shall be not-to-exceed based on hourly rates and actual hours worked.
- 8.6 The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice.
- a. A copy of the Owner's written authorization to perform the service.
 - b. Timesheets for all hours invoiced.
 - c. Invoice copies, logs or other substantiation of non-salary expenses.
- 8.7 For Additional Authorized Services that Consultant acquires from subcontractors and/or subconsultants, Owner shall pay Consultant a fixed sum previously agreed upon by Owner and Consultant, such sum to be established in each case when the scope of the work involved has been determined and before any of the Additional Services are provided. The use of subcontractors and/or subconsultants shall be subject to the provisions set forth in this Agreement. The following documentation shall be required for payment to Consultant and shall be attached to the monthly invoice:
- a. A copy of the Owner's written consent for the subcontractor and/or subconsultant to perform the service stating the Owner's and Consultant's agreed upon fixed sum established for the service performed.
 - b. Evidence that the subcontractor and/or subconsultant is insured as required by this Agreement.
- 8.8 For Supplementary Services described in Section 5, Owner shall pay Consultant for the fee negotiated at the time the work is assigned by the method stipulated in the contract amendment.

9.0 BUDGET LIMITATIONS

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

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

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

10.0 FUNDS

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

11.0 TERMINATION OR SUSPENSION

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

12.0 INSURANCE

- 12.1 The Consultant shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death

shall be in the unencumbered amount of \$1,000,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$1,000,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 12.2 The Consultant shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$1,000,000.00.
- 12.3 All certificates of insurance SHALL BE FURNISHED TO THE OWNER and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 12.4 Consultant shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 12.5 Contractor shall secure and maintain at his expense Comprehensive Automobile Liability - Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. The Comprehensive Automobile Liability policy must have coverage for loading and unloading and must include owned, hired and leased autos.
- 12.6 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 12.7 For all purposes under Louisiana law, the principals of this Contract shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.
- 12.8 Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish for worker's compensation policies. The certificate of insurance shall reference the waiver of subrogation endorsement.
- 12.9 The Worker's Compensation Policy Territory Coverage must include Louisiana.

13.0 INDEMNIFICATION

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

14.0 WARRANTY

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

15.0 EXCLUSIVE JURISDICTION AND VENUE

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

16.0 COMPLIANCE WITH FEDERAL AND STATE LAWS

CONSULTANT further agrees to comply with federal and state laws.

17.0 OTHER

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

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

WITNESSES:

James Lusp

Billy Raymond

WITNESSES:

[Signature]

[Signature]

ST. CHARLES PARISH

Matthew Jewell

By: Matthew Jewell
Parish President

4-25-23

Date:

N-Y ASSOCIATES, INC.

[Signature]

By: Michael F. Nicoladis
Senior Vice President

5/1/2023

Date:

ATTACHMENT "A"
PROJECT SCOPE

HIGHWAY 90 OVERLAY ZONE

The Scope of Work is as follows:

Establishment of an overlay zone, development standards, and capital improvement recommendations for an approximately four (4) mile portion of U.S. Highway 90 spanning through Boutte and Luling. The zone, standards and overall recommendations will aim to guide future development and beautification of this segment of the roadway, including but not limited to, building and landscaping design, and pedestrian and vehicle safety through improved access and traffic circulation.

PART 1 – BASIC SERVICES

A. TASK 1 – KICK-OFF MEETING

Upon written authorization from OWNER, CONSULTANT shall:

- a. Schedule and attend a Kick-Off meeting with the OWNER and project team within 10 business days of receiving a Notice to Proceed. The CONSULTANT shall provide the meeting agenda, miscellaneous handouts, and project schedule. Agenda items shall include review points and durations, time-frame assumptions built into the project schedule, invoicing procedures, progress reporting, and plans for early coordination of stakeholder and public involvement.

B. TASK 2 – EXISTING DATA REVIEW

Upon delivery and approval of Kick-Off meeting minutes to OWNER, CONSULTANT shall:

- a. Review the following documents and data to familiarize themselves with the OWNER's current regulations, previous efforts, and the history of the planning area:
 1. St. Charles Parish Code of Ordinances and Zoning Map
 2. St. Charles Parish 2030 Comprehensive Plan Update
 3. Development history along US 90 corridor
 4. Past, ongoing and planned public works items along the corridor (including drainage maps)

C. TASK 3 – COORDINATION AND OUTREACH

Upon completion of Task 2 – Existing Data Review, CONSULTANT shall:

- a. Conduct meetings with the OWNER, varying from administration, staff, and stakeholders. Stakeholders will be identified and invited by the OWNER, and may include citizens, business owners along US 90, civic leaders from the study area, and a representative from the local LADOTD District. The CONSULTANT shall document each meeting with minutes.

Four (4) such meeting are envisioned:

1. After completion of Task 2 and during the middle of Tasks 4, 5 and 6 (collection and compiling of data, and analysis)
 2. After completion of Tasks 4 and 5 and near the end of Task 6 (to review preliminary recommendations for zoning and capital improvements)
 3. Prior to the first Public Meeting (to go over data and presentation)
 4. After submittal of initial draft submittal of recommendations and summary report, and the 2nd Public meeting.
- b. Conduct two (2) open-house Public Informational meetings, the first after completion of Task 6 (preliminary recommendations), and the second prior to the submittal of the initial draft submittal of recommendations and summary report. The public meetings are anticipated to cover the following topics:
 1. Awareness, briefing, and feedback;
 2. Findings and recommendations; and
 3. Strategy and policy changes and ordinance language.
 - c. Prepare for and conduct the public meetings at a location provided by (or arranged by) the OWNER.
 1. All public meeting materials, text, and graphics will be provided to the OWNER for their review and approval prior to the meeting.
 2. The Public Meetings may be open house or other format with methods for presenting the findings and recommendations, and collecting public comment.
 3. The CONSULTANT will deliver public meeting summaries to include a list of meeting attendees, a summary of feedback received, and copies of information and graphics discussed and presented.

- d. Attend and present recommendations for adoption at the Parish Planning Commission Meeting and Parish Council Meetings (which by law are also public hearings).

D. TASK 4 – COLLECT AND ANALYZE LAND USE AND ZONING DATA

Upon written authorization from OWNER, CONSULTANT shall:

- a. Conduct a land use and zoning survey of the US 90 corridor study area (I-310 to Willowdale Blvd.). CONSULTANT shall compare existing and proposed land use to existing and proposed zoning to determine conforming and nonconforming uses and other findings that inform recommendations for amendments to the Comprehensive Plan, zoning, and future land use.
- b. Prepare and submit as a deliverable, a map of the surveyed properties and a qualitative land use and zoning analysis.

E. TASK 5 – COLLECT AND SIGN AND LANDSCAPING DATA

Upon written authorization from OWNER, CONSULTANT shall:

- a. Identify US 90 signage issues, such as sign clutter related to number and size of business signs and illegal signs, and determine best practices that could be implemented, including sign amortization to improve the aesthetics of US Hwy 90 within the study area.
- b. Collect field data, but where field data is impractical to collect and with agreement from the OWNER, may collect or produce primary source data from OWNER permit and site plan records.

F. TASK 6 – ANALYZE THE RELATIONSHIPS BETWEEN LAND USE, ZONING AND TRANSPORTATION, INCLUDING PLANNED/POSSIBLE CAPITAL IMPROVEMENTS

Upon written authorization from OWNER, CONSULTANT shall:

- a. Analyze the relationships between land use, zoning, and transportation, including any planned/possible improvements within US Hwy 90 corridor, and best practices for creating a more aesthetically pleasing “town center” along the US Hwy 90 corridor, and providing a LADOTD-defined *complete street* for use by pedestrians and bicyclists in addition to automobiles.
- b. Develop preliminary recommendations for zoning and future land use amendments and plan revisions with an emphasis on land use and zoning (including use, size/scale, building height, signage, parking location within parcels, setbacks, landscaping, demarcation between the roadway and roadside development, and access management). The anticipated recommendation is expected to be a

commercial overlay district (including development/design standards) for the corridor, including text and maps.

- c. Examine and discuss preliminary recommendations for planned/possible capital improvements within the US Hwy 90 corridor, including complete streets, access management (both median AND curbside), street lighting, and drainage improvements. These capital improvements may also involve further coordination with LADOTD and if possible, representative of the adjacent UP/BNSF Railroad. After analysis, and coordination, CONSULTANT will utilities existing LIDAR, topographic maps and other readily available data (including data provided by the OWNER) to develop conceptual plans for identified improvements. CONSULTANT shall also develop a conceptual opinion of probable cost for the suggested capital improvements.
- d. Prepare and submit a summary report document of preliminary written and graphic recommendations as a deliverable.

G. TASK 7 – PROVIDE RECOMMENDATIONS IN A FINAL REPORT DOCUMENT

Upon written authorization from OWNER, CONSULTANT shall:

- a. Prepare an initial draft comprehensive report, which will be a document chronicling the process (stakeholder and public input and review) and include a compilation of all Work completed. The report shall include the overlay district text and maps as the primary appendix. CONSULTANT will prepare twenty (20) printed copies of this draft as well as digital copies in .pdf format.
- b. Upon review and comments from OWNER (Parish officials and Parish staff), and stakeholders, CONSULTANT will revise the report and submit a final report document. CONSULTANT will prepare twenty (20) printed copies of this final report as well as digital copies in .pdf format.

ATTACHMENT "B"
PROJECT SCHEDULE

HIGHWAY 90 OVERLAY ZONE

The CONSULTANT shall complete the following tasks of the project within the number of days shown after Notices to Proceed:

	<u>Number of Days to Complete</u>
Task 1 – Kick Off Meeting	30
Task 2 – Existing Data Review	60
Task 3 – Coordination and Outreach	Ongoing throughout duration
Task 4 – Collect and Analyze Land Use and Zoning Data	30
Task 5 – Collect and Analyze Sign and Landscaping Data	30
Task 6 – Analyze the Relationships Between Land Use, Zoning and Transportation, Including Planned/Possible Capital Improvements	90
Task 7 – Provide Recommendations in a Final Report Document	60

Time for Completion

1. If, through no fault of CONSULTANT, such periods of time or dates are changed, or the orderly and continuous progress of CONSULTANT's services is impaired, or CONSULTANT's services are delayed or suspended, then the time for completion of CONSULTANT's services shall be adjusted equitably.
2. If OWNER authorizes changes in the scope, extent, or character of the Project or CONSULTANT's services, then the time for completion of CONSULTANT's services shall be adjusted equitably.
3. If CONSULTANT fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then OWNER shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ATTACHMENT "C"
PROJECT COMPENSATION

HIGHWAY 90 OVERLAY ZONE

OWNER shall pay CONSULTANT on a Not to Exceed basis for Basic Services set forth in Attachment A as follows:

- a. The total compensation for tasks as described in Attachment A is estimated to be \$149,320.00 based on the following estimated distribution of compensation:
 1. Task 1 – Kick Off Meeting \$3,420.00
 2. Task 2 – Existing Data Review \$12,710.00
 3. Task 3 – Coordination and Outreach \$28,700.00
 4. Task 4 – Collect and Analyze Land Use and Zoning Data \$9,200.00
 5. Task 5 – Collect and Analyze Sign and Landscaping Data \$7,400.00
 6. Task 6 – Analyze the Relationships Between Land Use, Zoning, and Transportation, Including Planned/Possible Capital Improvements \$76,980.00
 7. Task 7 – Provide Recommendations in a Final Report \$10,910.00
- b. CONSULTANT may bill for direct expenses such as travel/mileage and necessary printouts for meetings at a not-to-exceed amount of \$1,000.00.
- c. CONSULTANT may, with OWNER's consent, alter the distribution of compensation between individual tasks of the Work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by OWNER.
- d. The amounts billed for CONSULTANT's services under this Agreement will be based on the cumulative hours charged to the Project during the billing period by each class of CONSULTANT's employees times Standard Hourly Rates for each applicable billing class, plus CONSULTANT's SUBCONSULTANT's charges.
- e. The Standard Hourly Rates charged by CONSULTANT constitute full and complete compensation for CONSULTANT's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include CONSULTANT's SUBCONSULTANT's charges.
- f. CONSULTANT's Standard Hourly Rates are attached to this Agreement as Attachment C-1.



Reply to Metairie Office

FRANK NICOLADIS, P.E.	PRESIDENT
MICHAEL F. NICOLADIS, E.I.	SENIOR VICE PRESIDENT
CONSTANTINE F. NICOLADIS, P.E.	VICE PRESIDENT
JAMES E. SIMMONS, P.E.	VICE PRESIDENT
MICHAEL G. BUISSON, JR., ARCHITECT, AIA	VICE PRESIDENT
BRUCE J. RICHARDS, AICP, PTP	VICE PRESIDENT
CHAD C. LEINGANG, CPA	ASSISTANT VICE PRESIDENT
CHERIE B. STIVERS, SMPS	ASSISTANT VICE PRESIDENT

ESTABLISHED 1969

RATE SCHEDULE: N-Y Associates, Inc.

St. Charles Parish, LA

Principal: \$350 / hr.

Senior / Lead Planner / Project Manager: \$185 / hr.

Senior Architect / Project Manager: \$240 / hr.

Senior Civil / Structural Engineer /

Project Manager: \$275 / hr.

Senior Transportation Engineer (sub): \$220 / hr.

Project Architect: \$135 / hr.

Senior Planner: \$150 / hr.

Civil Engineer: \$175 / hr.

Structural Engineer: \$185 / hr.

Traffic Engineer (sub): \$155 / hr.

Engineer Intern: \$135 / hr.

Senior Engineering Designer: \$165 / hr.

Engineering CADD / Technician: \$110 / hr.

Construction – Inspector
(non-professional): \$85 / hr.

Admin / Clerical: \$65 / hr.

April 2023

2750 LAKE VILLA DRIVE METAIRIE, LOUISIANA 70002
PHONE (504) 885-0500 FAX (504) 885-0595

1260 MAIN STREET, SUITE B BATON ROUGE, LOUISIANA 70802-4657
PHONE (225) 383-0633 FAX (225) 383-7925

www.n-yassociates.com

RESOLUTION OF THE
BOARD OF DIRECTORS
OF
N-Y ASSOCIATES, INC.

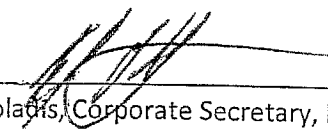
BE IT RESOLVED, by the Board of Directors of N-Y Associates, Inc., a corporation organized and existing under the laws of the State of Louisiana, that Michael F. Nicoladis, Senior Vice President of the Corporation is hereby authorized and empowered to execute any and all proposals, documents or contracts of whatever kind on behalf of the Corporation for consulting services for St. Charles Parish for the Establishment of an Overlay Zone and Development Standards for a 4 mile portion of US Highway 90 within the towns of Boutte and Luling Project.

I, Michael F. Nicoladis, Secretary of N-Y Associates, Inc., do hereby certify that the foregoing resolution is a true and exact copy unanimously adopted by the Board of Directors of said corporation at a meeting thereof legally held on the 30th day of March 2023; that said resolution is duly entered into the records of said corporation; that it has not been rescinded or modified; and that it is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of said corporation this 30th day of March 2023.



Constantine F. Nicoladis, Vice President, Director



Michael F. Nicoladis, Corporate Secretary, Director

2023-0103

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

RESOLUTION NO. 6691

A resolution approving a waiver of distance requirements for a restaurant establishment from five hundred feet (500') to not less than three hundred feet (300') from a protected building used exclusively as a church for Boudreaux's River Road Restaurant located at 11760 River Road, St. Rose as requested by Crystal Durand.

WHEREAS, the St. Charles Parish Code of Ordinances, Chapter 3, Article I, Section 3 - 1(a)(1) allows the St. Charles Parish Council to waive the 500' distance requirement to not less than 300' between protected uses and restaurants applying for a Class A -"R" alcohol license; and,

WHEREAS, the waiver may be considered when the applicant has submitted a completed application, map showing the protected uses are no less than 300' from the location to be licensed, and letters from affected protected uses waiving opposition to the issuing of a Class A -"R" alcohol license; and,

WHEREAS, the operator of Boudreaux's River Road Restaurant has submitted the required documentation for the Parish Council to consider the waiver request.

NOW, THEREFORE, BE IT RESOLVED THAT THE ST. CHARLES PARISH COUNCIL, hereby waive the required 500' distance to no less than 300' from Boudreaux's River Road Restaurant, located at 11760 River Road, St. Rose, to the protected use: Mount Zion Baptist Church located at 100 Second Street, St. Rose.

BE IT FURTHER RESOLVED, that the Department of Planning & Zoning shall issue a letter of locational compliance for a Class A -"R" restaurant permit for Boudreaux's River Road Restaurant, so that the owner may request an alcoholic beverages business permit through the St. Charles Parish Sheriff.

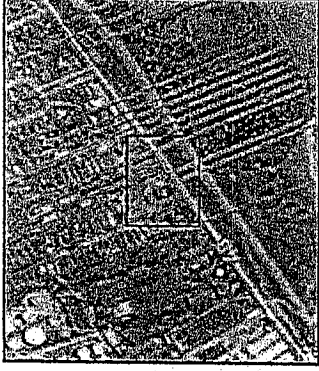
The foregoing resolution having been submitted to a vote, the vote thereon was as follows:

YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS,
DUFRENE, FISHER, FISHER & CORMIER
NAYS: BELLOCK
ABSENT: NONE

And the resolution was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: Beck Billings
SECRETARY: Michelle Dupont
DLVD/PARISH PRESIDENT: April 25, 2023
APPROVED: DISAPPROVED:

PARISH PRESIDENT: Matthew Jewell
RETD/SECRETARY: April 25, 2023
AT: 2:54 pm RECD BY: [Signature]



Legend

Base Map Layers

Addresses

Highways

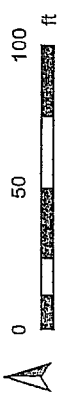
STATE

US HWY

INT

Notes

Distance from front door to Mt. Zion Church property boundary.



This map is generated by the St. Charles Geographic Information Systems Office and is for reference only. Data that appear on this map may or may not be accurate, current, or otherwise reliable. Developed by luis4018

2023-0074

RESOLUTION NO. 6692

A resolution to appoint a member to the St. Charles Parish Planning & Zoning Commission as the District V Representative.

WHEREAS, there exists a vacancy on the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** due to the expiration of the term of Mr. Ryant Price on May 31, 2023; and,

WHEREAS, it is the desire of the Parish Council to fill this vacancy.

NOW, THEREFORE, BE IT RESOLVED, that Mr. Ryant D. Price
101 Rue Sydney, St. Rose, LA 70087
is hereby appointed to the **ST. CHARLES PARISH PLANNING & ZONING COMMISSION** as the District V Representative.

BE IT FURTHER RESOLVED that said appointment shall be effective **MAY 31, 2023** and shall expire **MAY 31, 2027**.

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

- YEAS: BILLINGS, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-CORMIER
- NAYS: NONE
- ABSENT: NONE

And the resolution was declared adopted this 24th day of April, 2023, to become effective five (5) days after publication in the Official Journal.

APPOINT P & Z 5

CHAIRMAN: *Paul Billings*
 SECRETARY: *Michelle Dupontato*
 DLVD/PARISH PRESIDENT: *April 25, 2023*
 APPROVED: *[Signature]* DISAPPROVED: _____

PARISH PRESIDENT: *Matt Juca*
 RETD/SECRETARY: *April 25, 2023*
 AT: *2:54 pm* RECD BY: *[Signature]*