



St. Charles Parish

Supplemental Agenda

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

Parish Council

Council Chairman Julia Fisher-Perrier
Councilmembers Wendy Benedetto, Paul J. Hogan,
Terrell D. Wilson, Mary K. Clulee, Dick Gibbs,
William Billy Woodruff, Marilyn B. Bellock, Traci A. Fletcher

Monday, January 7, 2019

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Tuesday, January 22, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

(No items for the regular Agenda)

S* 1 2019-0002

An ordinance to amend the 2019 Consolidated Operating and Capital Budget, Amendment No. 1, to add grant revenues totaling \$538,486 and expenditures totaling \$1,012,154 for the Roads and Drainage Fund - Fund 112 for Engineer's Pump Station Improvements not completed in 2018, and to add expenditures totaling \$549,654 for the Paradis Gate in Capital Projects Fund 310 (West Bank Hurricane Protection Levee unexpended in 2018.

Sponsors:

Mr. Cochran and Department of Finance

S* 3 2019-0003

An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and Bec's at the Lake Restaurant and Catering to provide Professional Concessions Services at the Edward A. Dufresne Community Center and the St. Charles Parish Westbank Bridge Park.

Sponsors:

Mr. Cochran and Department of Parks and Recreation

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

S* 8 2018-0340 An ordinance to approve and authorize the execution of Change Order No. 4 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco to increase the contract amount by \$3,469.00 and increase the contract time by 10 days.

Sponsors: Mr. Cochran

Revised Version of proposed ordinance (Regular Agenda - Page 18)

Legislative History

12/10/18	Parish President	Introduced
12/10/18	Parish Council	Publish/Scheduled for Public Hearing to the Parish Council

Accommodations for Disabled

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

2019-0002

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF FINANCE)**

ORDINANCE NO. _____

An ordinance to amend the 2019 Consolidated Operating and Capital Budget, Amendment No. 1, to add grant revenues totaling \$538,486 and expenditures totaling \$1,012,154 for the Roads and Drainage Fund – Fund 112 for Engineer’s Pump Station Improvements not completed in 2018, and to add expenditures totaling \$549,654 for the Paradis Gate in Capital Projects Fund 310 (West Bank Hurricane Protection Levee unexpended in 2018.

WHEREAS, the 2019 St. Charles Parish Consolidated Operating and Capital Budget was adopted October 30, 2018 by Ordinance No.18-10-12; and,

WHEREAS, the Council has taken under consideration the study of the amendment to the St. Charles Parish Consolidated Operating and Capital Budget for fiscal year 2019 as shown by the Revision Schedule.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That in accordance with the provisions of Article V, Sections D, E, and F of the St. Charles Parish Home Rule Charter and with the Louisiana Local Government Budget Act (R.S. 39:1301 et. seq.), the St. Charles Parish Council does hereby amend the 2019 St. Charles Parish Consolidated Operating and Capital Budget, as amended, as per "Exhibit A".

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

And the ordinance was declared adopted this _____ day of _____, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

ST. CHARLES PARISH
GOVERNMENTAL FUNDS
CONSOLIDATED OPERATING AND CAPITAL BUDGET SUMMARY STATEMENT
FISCAL YEAR ENDING DECEMBER 31, 2019

Description	2017				2018				2019	
	Prior Year Actual	Original Budget	Last Adopted Budget	Actual Year-to-Date (as of June 30th)	Estimated Remaining for Year	Actual Result at Year End	% Change Last Adopted vs Projected Actual	Proposed Budget	% Change Projected Actual vs Proposed	
REVENUES:										
Taxes:										
Ad Valorem taxes	\$ 25,346,617	\$ 24,690,000	\$ 24,690,000	\$ 25,609,351	\$ 50,996	\$ 25,660,347	3.93%	\$ 26,077,500	1.63%	
Sales taxes	33,617,358	33,413,991	33,413,991	13,410,501	20,369,526	33,780,027	1.10%	34,547,975	2.27%	
Other taxes	1,566,911	1,516,000	1,516,000	525,186	1,052,814	1,578,000	4.09%	1,548,000	-1.90%	
Licenses and permits	1,334,238	1,308,750	1,308,750	1,250,219	81,431	1,331,650	1.75%	1,303,650	-2.10%	
Intergovernmental revenues	11,404,516	11,523,860	22,405,560	3,527,620	18,675,537	22,203,157	-0.90%	11,530,312	-48.07%	
Fees, charges, and commissions	1,222,450	1,181,100	1,181,100	654,939	493,706	1,148,645	-2.75%	1,119,150	-2.57%	
Fines and forfeitures	1,042,423	1,168,310	1,168,310	487,942	534,393	1,022,335	-12.49%	1,022,300	0.00%	
Investment earnings	1,022,931	904,570	904,570	679,621	912,779	1,592,400	76.04%	1,623,540	1.96%	
Miscellaneous	1,130,945	1,186,919	2,858,728	2,623,230	516,313	3,139,543	9.82%	1,074,905	-65.76%	
Total Revenues	77,688,389	76,893,500	89,447,009	48,768,609	42,687,495	91,456,104		79,847,332		
EXPENDITURES:										
Personal Services	29,687,982	34,229,833	34,234,869	14,462,332	16,560,844	31,023,176	-9.38%	34,462,193	11.09%	
Operating Services	11,522,450	14,068,761	14,115,493	4,693,060	8,760,863	13,453,923	-4.69%	15,460,405	14.91%	
Materials & Supplies	4,760,321	5,250,470	5,278,970	2,022,848	3,285,495	5,308,343	0.56%	5,589,560	5.30%	
Other Charges	(16,988)	815,020	809,520	226,260	558,635	784,895	-3.04%	846,399	7.84%	
Debt Service	2,118,646	2,577,794	2,577,794	2,206,250	370,292	2,576,542	-0.05%	2,675,089	3.82%	
Capital Outlay	18,457,279	36,013,866	66,000,270	5,900,451	66,744,605	72,645,056	10.07%	37,340,808	-48.60%	
Intergovernmental	4,784,461	8,219,882	8,216,870	1,952,159	2,548,962	4,501,121	-45.22%	10,335,727	129.63%	
TRANSFERS										
Total Expenditures	71,314,151	101,175,626	131,233,786	31,463,360	98,829,696	130,293,056		106,710,181		
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	6,374,238	(24,282,126)	(41,786,777)	17,305,249	(56,142,201)	(38,836,952)		(26,862,849)		
OTHER FINANCING SOURCES (USES):										
Transfer in	894,532	3,569,917	19,116,246	1,006,563	16,320,238	17,326,801	-9.36%	6,021,266	-65.25%	
Transfer out	(2,299,479)	(4,949,337)	(4,949,337)	(2,006,563)	(16,745,966)	(18,752,529)	278.89%	(7,501,516)	-60.00%	
Proceeds from the sale of assets	85,628	1,000	1,000	42,293	1,474	43,767	4276.70%	26,000	-40.59%	
Issuance of Refunding Bond	15,000,000	-	-	-	-	-		-		
Premium (Discount) on Debt Issued	1,115,482	-	-	-	-	-		-		
Total Other Financing Sources	14,796,163	(1,378,420)	14,167,909	(957,707)	(424,254)	(1,381,961)		(1,454,250)		
Net change in Fund Balance	21,170,401	(25,660,546)	(27,618,868)	16,347,542	(56,566,455)	(40,218,913)		(28,317,099)		
Fund Balance -Beginning	81,571,267	65,178,011	78,315,870			102,741,668		62,522,755		
Fund Balance - Ending	\$ 102,741,668	\$ 39,517,465	\$ 50,697,002			\$ 62,522,755		\$ 34,205,656		

2019-0003

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(DEPARTMENT OF PARKS AND RECREATION)**

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of an Agreement between St. Charles Parish and Bec's at the Lake Restaurant and Catering to provide Professional Concessions Services at the Edward A. Dufresne Community Center and the St. Charles Parish Westbank Bridge Park.

WHEREAS, Professional Concessions Services are needed in order for the Parish to accommodate sporting events and rental functions at said facilities; and,

WHEREAS, the Parish advertised a Request for Statements of Qualifications for Concession Services; and,

WHEREAS, Bec's at the Lake Restaurant and Catering was the only respondent and met all qualifications; and,

WHEREAS, it is the desire of the Parish and Bec's at the Lake Restaurant and Catering 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 Bec's at the Lake Restaurant and Catering to provide Professional Concessions Services at the Edward A. Dufresne Community Center and St. Charles Parish Westbank Bridge Park is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

PROFESSIONAL CONCESSIONS SERVICES AGREEMENT

EDWARD A. DUFRESNE COMMUNITY CENTER/ST. CHARLES PARISH WESTBANK BRIDGE PARK

This Agreement made by and between St. Charles Parish, located at 15045 River Road, Hahnville, Louisiana 70057, herein represented by Larry Cochran, hereinafter referred to as OWNER and Bec's at the Lake Restaurant and Catering located at 105 Gary Road LaPlace, LA 70068, herein represented by George Becnel, 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 concessions services at the Edward A. Dufresne Community Center, 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070 and the St. Charles Parish Westbank Bridge Park, 13825 River Road/LA-18, Luling, Louisiana 70070 on the following terms and conditions:

1. DEFINITIONS

A. CONCESSIONS SERVICES

The serving of food and beverages at all concessions functions at the Edward A. Dufresne Community Center and St. Charles Parish Westbank Bridge Park.

B. GROSS BILLINGS

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

C. SUBCONTRACTOR

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

D. CLIENT

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

2. GENERAL

A. The effective date of this Agreement shall be JANUARY 23, 2019 thru JANUARY 1, 2020. This Agreement may be extended for two additional one year periods at the option of the OWNER.

B. All terms and provisions contained in the "Operations Manual" as specified for the Edward A. Dufresne Community Center are applicable to this Agreement and are made a part hereof as though copied in its entirety. 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. Concessions 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 concessions services at the facility.

D. CONTRACTOR shall submit an annual financial statement to OWNERS.

E. Concessions services provided by the CONTRACTOR shall be performed in accordance with generally accepted professional concessions practice.

- F. Concessions services shall be provided between the hours of 8A.M.-12 midnight for preparation and 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.
- 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 concessions 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. No one under the age of eighteen (18) years can be employed under this agreement.

4. SERVICES OF THE OWNER

- 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 and St. Charles Parish Westbank Bridge Park Concessions stand as required for performing the services based on predetermined scheduled times.
- C. OWNER shall coordinate with CONTRACTOR for each event whereby CLIENT is requesting concession services.
- D. OWNER shall maintain its kitchen 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 all utilities, such as electricity, gas, water, and garbage pickup. This does not include telephone services, Wi-Fi services and/or computer services.
- I. OWNER reserves the right to provide concessions for its department events outside of this Agreement without notifying the CONTRACTOR.
- J. OWNER shall provide CONTRACTOR with a minimum of one day notice prior to the date of usage by OWNER.

5. COMPENSATION

Compensation for Concessions 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 the approved in-house concessions provider and utilize the in-house equipment. If for reason(s) beyond the control of either party, i.e., Act of God, this contract is terminated and the yearly fee shall be pro-rated from the time of cancellation.
- ii. Commissions shall be paid by CONTRACTOR to OWNER of gross billings.
 - **Concessions Functions 12%**
- iii. CONTRACTOR shall submit a statement of GROSS BILLINGS for concessions services actually rendered for each concessions 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. For example, commissions earned in January will be due by February 20. All payments should be made payable to St. Charles Parish and delivered or mailed to the Edward A. Dufresne Community Center Attn: Anedra Coleman 274 Judge Edward Dufresne Parkway, Luling, Louisiana 70070.

6. RECORDS

- A. At any time during this Agreement and on occasions, the OWNER or its designated representative(s) may audit, with seventy-two (72) hours prior notice to CONTRACTOR, all accounting and financial records 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 malicious misconduct (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 responsible for any and all damages to the kitchen and/or concession area and the equipment housed in those areas. The yearly fee allows CONTRACTOR to utilize the in-house equipment as needed. CONTRACTOR shall allow OWNER to utilize any equipment in the kitchen and/or concession area at OWNER's discretion. Any equipment that is damaged or not working properly should be reported immediately to the OWNER.
- B. OWNER is not responsible for theft of any of the CONTRACTOR's food, beverages, equipment, materials and/or supplies.

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. Failure of the CONTRACTOR to comply with the commissions as stated herein.
 - III. Critical citations resulting from inspections performed by the Louisiana Department of Health and Hospitals.
 - IV. 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.
 - V. Other issues that cause the reputation of the facility to be harmed.
 - VI. Failure to abide by any and all terms of this agreement.

9. SUCCESSORS AND ASSIGNS

This Agreement shall not be assignable by either party without written consent of all parties.

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, its AGENTS, OFFICERS, EMPLOYEES, etc. 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/she will perform the services with the degree of skill and to the standard of the care required of the concessions 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.

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:

ATTEST:

St. Charles Parish

**By: Larry Cochran
Parish President**

Bec's at the Lake Restaurant and Catering

**By: George Becnel
Managing Partner**

REVISED VERSION

2018-0340

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
ORDINANCE NO. _____**

An ordinance to approve and authorize the execution of Change Order No. 4 for the Norco Library Renovation/Addition located at 590 Apple Street in Norco to increase the contract amount by \$3,469.00 and increase the contract time by 10 days.

WHEREAS, the St. Charles Parish Council adopted Ordinance No. 18-1-10 on January 22, 2018, approving and authorizing the execution of a contract with J.E. Franke Constructors, LLC, for Project No. P170601, for the renovation/addition of the Norco Branch Library located at 590 Apple Street Norco; and,

WHEREAS, it is necessary to adjust the original contract to reflect those items more fully described in Change Order No. 4., said adjustment as recommended by Plus One Design, to increase the dollar amount by \$3,469.00 and increase the contract time by 10 days; and,

WHEREAS, it is the desire of the Parish Council to approve said Change Order No. 4.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 4 for the Norco Library Renovation/Addition to increase the contract amount by \$3,469.00 and increase the contract time by 10 days is hereby approved and accepted.

SECTION II. That the Parish President is hereby authorized to execute said Change Order No. 4 on behalf of St. Charles Parish.

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

And the ordinance was declared adopted this _____ day of _____, 2019, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____