



St. Charles Parish

Introductions

Parish Council

Council Chairman Dick Gibbs

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

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

Monday, January 8, 2018

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, January 22, 2018, 6:00 pm, Council Chambers, Courthouse, Hahnville

2017-0414 An ordinance to approve and authorize the Parish President to execute an Agreement between Gulf South Pipeline Company, LP, Entergy Louisiana, LLC, and St. Charles Parish for the purpose of Drainage Improvement Projects in Montz.

Sponsors: Mr. Cochran and Department of Public Works

2017-0423 An ordinance to approve and authorize the execution of a Construction Contract with J.E. Franke Constructors, LLC, for Project No. P170601, St. Charles Norco Library Renovation/Addition in the amount of: \$1,110,025.00.

Sponsors: Mr. Cochran

S* 2018-0004 An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 15, Motor Vehicles and Traffic, to add Section 26. Golf Carts to provide for the operation of golf carts upon public roads or streets.

Sponsors: Mr. Cochran

S* 2018-0005 An ordinance to amend the 2018 Consolidated Operating and Capital Budget to add grant revenues to the General Fund - Fund 001, under account 001-400611 Coastal Zone Management in the amount of \$290,000 from the Coalition to Restore Coastal Louisiana and to add \$324,000 to Improvements Other than Buildings for the LaBranche Salinity Barrier Project previously unexpended in the 2017 Budget.

Sponsors: Mr. Cochran and Department of Finance

- ~ 2018-0007 An ordinance approving and authorizing the execution of an Act of Donation of portion of property by RNW Community, L.L.C. to St. Charles Parish in connection with the proposed construction of a public boat launch in Des Allemands, Louisiana.

Sponsors: Mr. Hogan

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.

2018-0007

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN-AT-LARGE, DIVISION B
ORDINANCE NO. _____

An ordinance approving and authorizing the execution of an Act of Donation of portion of property by RNW Community, L.L.C. to St. Charles Parish in connection with the proposed construction of a public boat launch in Des Allemands, Louisiana.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That RNW Community, L.L.C. has agreed to donate a +/- 4.5 acre portion of property as shown in the attached Exhibit A to the Parish for the construction of a proposed public boat launch in Des Allemands, Louisiana.

SECTION II. That the information noting and defining the certain +/-4.5 acre portion of property being donated is to be added to the Act of Donation agreement upon the Parish having a survey performed defining the exact area being donated.

SECTION III. That the access area shown in Exhibit A is to be noted on the property survey as an ingress-egress servitude for access to the adjacent property of the Donor.

SECTION IV. That the value of the portion of property being donated is to be added to the Act of Donation agreement upon the Parish having an appraisal performed which provides the current fair market value of portion of property being donated.

SECTION V. That upon obtaining the information noted in the Section II and IV and it being added into the Act of Donation document, the Parish President is hereby authorized to execute the Act of Donation.

NOW THEREFORE BE IT ORDAINED THAT, WE , THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby approve and authorize the execution of an Act of Donation of property from RNW Community, L.L.C. in connection with the proposed construction of a public boat launch in Des Allemands, Louisiana.

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

And the ordinance was declared adopted this _____ day of _____, 2018, 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: _____

ACT OF DONATION

BY: RNW COMMUNITY, L.L.C.

UNITED STATES OF AMERICA

TO: ST. CHARLES PARISH

STATE OF LOUISIANA

PARISH OF ST. CHARLES

BE IT KNOWN, That on this the _____ day of _____, 2018,

BEFORE ME, the undersigned notary, duly commissioned and qualified, in and for the Parish of St. Charles, State of Louisiana, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned:

PERSONALLY CAME AND APPEARED: Julianna Wiegand Iacovone, the undersigned and duly authorized Vice-President of Riverbend Corporation-RW (a Colorado corporation duly authorized to do and doing business in Louisiana), as Manager of RNW Community, L.L.C., a limited liability company domiciled in the State of Louisiana, whose mailing address is 280 E 20th Ave, Denver, CO 80205-3148, Federal Tax I.D. No. 26-3584174 (hereinafter referred to as "Donor"), does by these presents donate, give, grant, transfer, set over with warranty of title limited to claims of persons claiming by, through, or under Donor and not otherwise, but with full substitution and subrogation in and all to all rights and actions of warranty which the said Donor has or may have against all preceding owners, except as set forth herein unto ST. CHARLES PARISH, a political subdivision of the State of Louisiana, herein represented by Larry __. Cochran, Parish President, by virtue of Ordinance _____, dated _____, and whose mailing address is P.O. Box 302, Hahnville, Louisiana, 70057 (hereinafter referred to as "Donee"), the following described lands (hereinafter referred to individually and collectively as the "Property") located in St. Charles Parish, Louisiana, to-wit:

[insert legal description and survey reference]

LESS AND EXCEPT: Donor expressly saves, retains, reserves and accepts from this donation and transfer, and reserves unto itself and its successors and assigns, all oil, gas and other minerals (including, but not limited to, helium, lignite, sulfur, geothermal resources and other underground solid, liquid gaseous substances, and other underground energy productive resources), regardless of the nature thereof and whether similar or dissimilar.

TO HAVE AND TO HOLD, unto St. Charles Parish, its successors and assigns, forever pursuant to and subject to all of the terms and conditions set forth in this Act of Donation.

The parties hereto agree that the value of said donated Property is _____
THOUSAND AND 00/100 (\$_____) DOLLARS.

It is further expressly understood by the parties hereto that Donor does not make any representation or warranties, express or implied, as to the condition and state of repair of the Property, its quality, merchantability, suitability or fitness for any uses or purposes, nor with respect to any improvements, buildings, structures, facilities, tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining to said Property, or otherwise. Donor has advised Donee that certain spills of oil and chemicals from oil and gas exploration, development, or production (regulated or under the jurisdiction of the applicable commission, department, or other governmental authority of the State of Louisiana have occurred or may have occurred, upon the Property which could have resulted in contamination of the soil, water, ground water, or improvements on the Property; however, Donor knows of no other waste or other contaminants upon the, Property which Donee cannot discover by prudent examination and inspection of the Property, nor any violation of any federal or state laws, rules or regulations, concerning environmental acts or hazards. Furthermore, Donor has cautioned Donee to thoroughly examine and inspect the Property for any such conditions or violations and generally as to the condition of the Property and its improvements, including a recommendation by Donor to Donee that Donee engage an environmental consulting firm to make any environmental survey of the Property.

Donee further certifies that said Property (including, but not limited to, any timber located thereon or any oil, gas or other mineral reservations thereunder) has been carefully inspected by Donee and that Donee is familiar with the condition and value thereof, and that the improvements (including plumbing, electrical wiring and equipment) located on the Property, inclusive of any hydrocarbons, other oil soil contaminants or waste substances, whether similar or dissimilar, that may be present in the soil, water and ground water and assumes all risks and liabilities associated therewith. Donee acknowledges that the Property has been or may have been used in conjunction with oil, gas and other mineral exploration, development and operations, as well as with respect to processing and refining operations, and, as such, equipment, appurtenances, processing and other facilities, plants, buildings, structures, improvements, abandoned and other tanks and piping (including aboveground and underground tanks and piping), storage facilities, gathering and distribution lines, well and other petroleum production facilities and appurtenances which have not been accepted and excluded from this conveyance may be located thereon. Donee further accepts said Property (including, but not limited to, any timber located thereon and any mineral reserves thereunder) AS IS, WHERE IS, IN ITS PRESENT CONDITION AND STATE OF REPAIR, AND WITHOUT ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS QUALITY, MERCHANTABILITY, OR ITS SUITABILITY OR FITNESS FOR DONEE'S INTENDED USE, OR FOR ANY USES OR PURPOSES WHATSOEVER, OR THAT SAID PROPERTY HAS BEEN RENDERED FREE FROM ANY DEFECTS, HAZARDS, OR DANGEROUS CONDITIONS.

It is further understood and agreed by the parties hereto that the covenants set forth in this Donation shall be covenants running with the land, and shall be binding upon the Donee and Donee's executors, administrators, legal representatives, heirs, successors and assigns.

All State and Parish taxes up to and including the year **2017** have been paid by the Donor.

Furthermore, this donation shall remain in effect forever provided the Parish of St. Charles initiates within three (3) years of this donation the construction of 1) a public boat launch to be named the "Robert N. Wiegand Memorial Boat Launch" on the property donated herein or property adjacent thereto and 2) a hard surface street providing access to the western edge of the Property, built to public collector street standards.

Should there be any permit related issues, any other issue, or any action of the Parish Administration or Council, that prevents, obstructs, or prohibits the start or the construction of the boat launch prior to the end of the three (3) year period, the property shall revert back to the owner upon the action occurring that foils the start of its construction, unless agreed to otherwise in writing by both parties.

Prior to the initiation of construction and until the completion of the hard surface street, the ingress and egress servitude on the northern sixty (60) feet of the Property shall provide for access to the remainder of the Donor's property.

Following the initiation of construction noted above and when requested by the Donor, its heirs or assigns, the Parish agrees that it will provide servitudes as needed alongside the access roadway from WPA Road (LA 632) to the western end of the Property for the bringing of water, sewer (future), gas, telephone, and cable (and additional utilities) by the Donor to service the remainder of the Donor's property. It is also agreed that should the Parish install any such utilities, the utilities installed by the Parish shall be sized as needed to service the remainder of the Donor's property for commercial and/or residential uses.

Following the initiation of construction, the Parish shall offer no objection to any and all permits sought by the Donor, its heirs or assigns, and shall issue any and all necessary Parish permits or permits issued under its authority or that of any other agency over which the Parish may oversee as it relates to the construction of a 2-way traffic access ramp across the existing levee or the future improved levee located on the remainder of the Donor's adjacent property. The access ramp, if pursued by the Donor or its assigns, shall be to provide access to any improvements that the Donor or its assigns may wish to construct within Bayou Des Allemands located outside of the levee servitude.

With the initiation of construction, the Parish agrees that it will upgrade the existing overhead electrical utilities from the WPA Road to the adjacent property of the Donor, its heirs or assigns, to service commercial and residential development on the adjacent property of the Donor and will install street lighting along the access roadway and around the Boat Launch Site with lighting around the launch site being designed so as to minimize the ambient lighting "spilled" outside of the Property and onto the adjacent property of the Donor.

With the initiation of construction, the Parish agrees that all material excavated from the Property and from the construction of the access roadway which cannot be incorporated into the project shall be deposited and spread on the adjacent property of the Donor, its heirs or assigns, in the areas designated by the Donor, its heirs or assigns.

The purpose for which this donation is made is for the construction and maintenance of a permanent public boat launch for the citizens of the Parish of St. Charles,

it being understood that should the Donee fail to use the property donated herein for the purpose so stated with the terms noted, that said property shall revert to the Donor.

The production of mortgage certificates, conveyances and other certificates is waived by the parties and said parties release and relieve notaries and preparer of the Donation for all responsibility by reason thereof. By its execution hereof, Donee expressly agrees to all of the terms, conditions and provisions set forth above.

THUS DONE, SIGNED AND PASSED before me, Notary, at my office in _____, State of Louisiana, in the presence of the undersigned competent witnesses, and me, Notary, on the _____ day of _____, 2017, after the reading of the whole.

Witnesses:

DONOR:

RNW COMMUNITY, L.L.C.

By: _____

Julianna Wiegand Iacovone

Dated: _____

Witnesses:

DONEE:

ST. CHARLES PARISH

By: _____

Larry Cochran, Parish President

Dated: _____

NOTARY PUBLIC