



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, February 18, 2019

6:00 PM

Council Chambers, Courthouse

Final

ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, March 11, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

- S* 1** 2019-0051 An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days.

Sponsors: Mr. Cochran and General Government Buildings

- S* 4** 2019-0052 An ordinance to approve and authorize the execution of a Contract between Witt O'Brien's, LLC and St. Charles Parish in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002.

Sponsors: Mr. Cochran and Department of Emergency Preparedness

- S* 12** 2019-0053 An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-6.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

Sponsors: Mr. Cochran and Department of Animal Control

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.

2019-0051

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT
(GENERAL GOVERNMENT BUILDINGS)**

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 2 (Final) for the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days.

WHEREAS, Ordinance No. 18-5-11 adopted May 21, 2018, by the St. Charles Parish Council awarded construction of the St. Charles Parish Courthouse Chiller Replacement Project #GB-07-1-17, to Gootee Construction, Inc. of Metairie, LA; and,

WHEREAS, Ordinance No. 18-10-8 adopted October 1, 2018, by the St. Charles Parish Council approved Change Order No. 1 which increased the contract amount by \$53,464.00; and,

WHEREAS, the decrease in the contract amount of \$100,000.00 is a result of a contingency allowance that was included in the original base bid and an increase in the contract time of 60 days is due to unforeseen conditions. Final contract price will be \$990,364.00.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Change Order No. 2 (Final) for the St. Charles Parish Chiller Replacement Project #GB-07-1-17 to decrease the contract amount by \$100,000.00 and increase the contract time by 60 days is hereby approved and accepted.

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

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

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

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

CHANGE ORDER

No. 2

DATE OF ISSUANCE: January 29, 2019

EFFECTIVE DATE:

OWNER: ST. CHARLES PARISH COURTHOUSE
CONTRACTOR: GOOTEE CONSTRUCTION, INC.
Contract: GB-07-1-17
Project: ST. CHARLES PARISH COURTHOUSE CHILLER REPLACEMENT
OWNER's Contract No. GB-07-1-17
ENGINEER: HUSEMAN & ASSOCIATES, LLC
ENGINEER's Contract No. 1701002

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

Description:

- 1. Deductive change order for the \$100,000 allowance.
- 2. Contractor requesting sixty (60) days of time be added to the contract schedule. This would make the contractual completion date 2/8/19. Extension request due to equipment delivery delays and unforeseen conditions encountered with existing control valve actuators. Delivery of the cooling tower basin heaters was delayed with the delivery date of 1/18/19. The tower basin heaters have since been installed and are and under normal operating conditions. The new boiler control modules were also delayed with a delivery date of 1/29/19. Two (2) condenser water control valve actuators were found to be inoperable and have since been replaced and under normal operating conditions.

Reason for Change Order:

To document deductive change order and request extension for proper completion of work.
Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE:
Original Contract Price \$ 1,036,900.00
Net increase (decrease) from Original Contract Price from previous Change Order No. 1 : \$ 53,464.00
Contract Price prior to this Change Order: \$ 1,090,364.00
Net increase (decrease) of this Change Order: \$ (100,000.00)
Contract Price with all approved Change Orders: \$ 990,364.00

CHANGE IN CONTRACT TIMES:
Original Contract Times: Substantial Completion: 180 days: December 10, 2018 Ready for final payment: 230 days: January 25, 2019 (days or dates)
Net change from previous Change Orders No. 1 to No. 2: Substantial Completion: 0 days: December 10, 2018 Ready for final payment: 0 days: January 25, 2019 (days)
Contract Times prior to this Change Order: Substantial Completion: 180 days Ready for final payment: 230 days (days or dates)
Net increase (decrease) this Change Order: Substantial Completion: 60 days Ready for final payment: 60 days (days)
Contract Times with all approved Change Orders: Substantial Completion: 240 days: February 8, 2019 Ready for final payment: 290 days: March 25, 2019 (days or dates)

RECOMMENDED:

By: 
ENGINEER (Authorized Signature)

Date: 2/13/19

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: 
CONTRACTOR (Authorized Signature)

Date: 2/13/19

EJCDC 910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

GOOTEE CONSTRUCTION, INC.
CHANGE ORDER PROPOSAL

Contract: St. Charles Courthouse Chiller Replacement

Job No. : 2516

Owner: St. Charles Parish

This Change Order: X *impacts the schedule*
To avoid delays, an executed Change
Order is required by : _____

Change Proposal No. : 2

Date Submitted : 22-Jan-2019

Owner's Project No. _____

Architect's Project No. _____

_____ *does not impact the schedule*
This Proposal will remain valid
until : _____

Description of Work: Deductive change order for the \$100,000 allowance carried for errors and omissions. As part of this deductive change order, we are requesting sixty (60) days of time be added to the contract schedule. This would make the contractual completion date 2/8/19. We are asking for this extension due to equipment delivery delays and existing conditions encountered with control valve actuators. The basin heaters took much longer than originally anticipated with the delivery date being 1/18/19. They have since been installed and are currently being wired in (power and controls). The boiler controls have similarly been delayed with one controller being delivered and the second being on backorder set to be delivered 1/29/19. We have also encountered existing control valve actuators that were faulty, preventing us from completing our control scope of work. These actuators have since been replaced and are operating normally.

DESCRIPTION OF COST		COST	SUBTOTAL
A. Contract Deduction		\$ (100,000.00)	
		\$ -	
		\$ -	
Subtotal Material/Equipment			\$ (100,000.00)
B. Labor		\$ -	
	Small Tools (5%)	\$ -	
	Safety (3%)	\$ -	
Subtotal Labor			\$ -
C. Subcontracts:	a.		
	b.		
	c.		
	d.		
	e.		
Subtotal Subcontracts			\$ -
D. Overhead & Profit on Labor/Materials 10%			\$ -
	Overhead & Profit on Subcontracts 10%		\$ -
	Insurance Premium 1%		\$ -
	Bond(s) 1%		\$ -
E. Extension of time required to perform or resulting			
from this ChangeProposal: 0 day(s) from the fully executed date			
Associated extended field overhead 60 day(s) @ \$0.00 /day			\$ -
F. TOTAL PRICE OF THIS CHANGE PROPOSAL			\$ (100,000)

Please issue a Contract Change Order as soon as possible. Should you have any questions or require additional information, please do not hesitate to call our office.

2019-0052

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

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Contract between Witt O'Brien's, LLC and St. Charles Parish in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002.

WHEREAS, St. Charles Parish is in need of an update to the Hazard Mitigation Plan in order to review hazards, reprioritize mitigation activities, and as a requirement to receive Federal mitigation grants; and,

WHEREAS, the Parish has secured Federal funding through FEMA's Pre-Disaster Mitigation Grant Program, PDMC-PJ-06-LA-2017-002, in the amount of \$63,450.00 for the plan update; and,

WHEREAS, the Parish has complied with Federal procurement regulations by conducting a qualifications based procurement process to select a qualified firm, including advertising a Request for Proposals and forming a selection committee to evaluate respondents' qualifications to select the most qualified respondent; and,

WHEREAS, the results of the evaluation yielded Witt O'Brien's, LLC, as the highest scoring respondent; and,

WHEREAS, it is the desire of the Parish and Witt O'Brien's, LLC to enter into a Contract for said services.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract between St. Charles Parish and Witt O'Brien's, LLC, in the amount of \$83,946.00 to update the St. Charles Parish Hazard Mitigation Plan, FEMA PDMC-PJ-06-LA-2017-002, is hereby approved and accepted.

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

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: _____

EXHIBIT A

ST. CHARLES PARISH

**Professional Services Contract
for**

Program Administrative/Management Services for the Hazard Mitigation Plan Update

PART I

This Contract for program administrative/management services is made and entered into this ____ day of _____, 2019, by and between St. Charles Parish, State of Louisiana (hereinafter called the PARISH), acting herein by Larry Cochran, Parish President, hereunto duly authorized, and Witt O'Brien's, LLC, a Delaware limited liability company (hereinafter called the CONSULTANT), acting herein by Greg Fenton, Chief Operating Officer, hereunto duly authorized;

WITNESSETH THAT:

WHEREAS, the PARISH is in need of an update to the Hazard Mitigation Plan (hereinafter called HMP or Plan) which requires the reconvening of the steering committee, review of hazards, and reprioritization of mitigation activities in accordance with all local, state, and federal regulations; and

WHEREAS, the PARISH desires to engage the CONSULTANT to render certain program administrative/management services in the implementation of its HMP update:

NOW, THEREFORE, the parties do mutually agree as follows:

1. Employment of CONSULTANT

The PARISH hereby agrees to engage the CONSULTANT, and the CONSULTANT hereby agrees to perform the Scope of Services set forth herein under the terms and conditions of this Contract.

2. Scope of Services

The CONSULTANT shall, in a satisfactory and proper manner, assist the PARISH with its HMP Update by performing the following scope of services, including but not limited to:

Task 1 - Planning Process:

- The Plan will describe the process used to review and analyze each section of the Plan (i.e. Planning Process, Risk Assessment, Mitigation Strategy, and Plan Maintenance).
- If the Steering Committee concludes that some sections of the Plan warrant an update and others do not, the process used to make that determination will be documented.
- The Plan maintenance section will include a description of how the community was kept involved during the Plan maintenance process (44 CFR 201.6(c) (4) (iii)) over the past five years.

Task 2 - Risk Assessment:

- The local risk assessment update will address any newly identified hazards that have been determined to pose a threat.
- The Plan update will continue to describe occurrences of hazards included in the previously approved Plan, and discuss new occurrences of hazard events. The updated Plan will incorporate any new historical records or hazard data related to profiling hazards.
- Any maps included in the updated Plan will be consistent with the updated information.
- The vulnerability overview in the updated Plan will describe any changes, clarifications, or refinements to the summary described in the previously approved Plan. It will continue to include, by type of hazard, a general description of the types of structures affected by the hazard.
- The Plan will address repetitive loss structures in the risk assessment by describing the types (residential, commercial, institutional, etc.) and estimate the numbers of repetitive loss properties located in identified flood hazard areas.
- Where vulnerability to previously identified hazards has changed, the Plan will incorporate this information into the updated risk assessment.
- If the previously approved Plan identified that data deficiencies would be addressed at a later time, then the deficiencies will be considered for incorporation in the updated Plan. If the data deficiencies have not been resolved, they will be addressed along with an explanation of why they have not been resolved.
- The process will include an updated RL Strategy that will update the cost estimating guidance for current market rates and new relevant information. The Consultant will contact the property owner(s) for severe repetitive loss and repetitive loss structures that have been added to the Parish's comprehensive repetitive loss list within the last five to seven years to ascertain their interest in elevating and, when interested, Consultant will document hazard mitigation application information needed such as, property owners' information, photographs, and structure information, including square footage, type of structure, etc.

Task 3 - Mitigation Strategy:

- The Plan will document the goals that were re-evaluated and note the ones that were determined to remain valid and effective.
- The Plan update provides an opportunity to reconsider the range of specific actions. If the mitigation actions remain unchanged from the previous Plan, then the update will indicate why changes are not necessary.
- The Plan will describe the Parish's participation in the NFIP and will identify, analyze, and prioritize actions related to continued compliance with the NFIP.
- The Plan will identify the completed, deleted, or deferred actions or activities from the previously approved Plan as a benchmark for progress. If the mitigation actions or activities remain unchanged from the previously approved Plan, the updated Plan will include in its prioritization any new mitigation actions identified since the previous Plan was approved or through the Plan update process.

Task 4 - Plan Maintenance:

- As part of the planning process, the community reviews and analyzes the previously approved Plan's method and schedule for monitoring and updating the Plan, such as strengths and weaknesses and

what elements, if any, have changed. The updated Plan will include the method and schedule that will be used over the next five years to monitor, evaluate, and update the Plan.

- The updated Plan will continue to describe how the mitigation strategy, including goals and objectives, and mitigation actions will be incorporated into other planning mechanisms, and also indicate how information contained in the Plan, including hazard identification and the risk assessment, will be integrated into other planning mechanisms.
- The Plan will address the process used to keep the community involved over the previous five years. The Plan will also describe the process used to solicit public involvement during the Plan maintenance process over the next five years.

Plan Hazard Mitigation Plan Adoption and Approval

- LOCAL ADOPTION: The Parish will provide documentation (i.e. Resolution) for adoption of the Plan by the Parish Council.
- PLAN APPROVAL: The adopted Plan will be submitted to the Governor’s Office of Homeland Security and Emergency Preparedness (hereinafter called GOHSEP) on or before the termination date for initial review and forwarding to the Federal Emergency Management Agency (hereinafter called FEMA)/Region 6 Office for final review and approval.

The Scope of Services shall be performed under and at the direction of the Parish President, or his/her designee.

3. Period of Performance

The services of the CONSULTANT shall commence upon the issuance of written Notice to Proceed by the PARISH. Such services shall be continued in such sequence as to assure securing FEMA, GOHSEP, and PARISH final approval and adoption of the HMP update prior to the PARISH’S current HMP expiration date of February 17, 2020. In any event, all of the services required and performed hereunder shall not be considered completed until the PARISH has received FEMA, GOHSEP and PARISH final approval of the HMP.

4. Access to Information

All information, data, reports, records, and maps as are existing, available, and necessary for carrying out the work outlined above shall be furnished to the CONSULTANT by the PARISH. No charge will be made to the CONSULTANT for such information, and the PARISH will cooperate with the CONSULTANT to facilitate the performance of the work described in this Contract.

5. Compensation and Method of Payment

The CONSULTANT hereby agrees upon a lump sum fee in the amount of \$83,946.00 as compensation for the Scope of Services. The method of payment to the CONSULTANT is as outlined in the table below:

Task	Description	Payment
1	Completion of the Planning Process Meeting	15%

2	Completion of the Risk Assessment Meeting	25%
3	Completion of the Mitigation Strategy Meeting	20%
4	Completion of the Plan Maintenance Meeting	5%
5	Completion of the Draft Presentation Meeting	15%
6	GOHSEP/FEMA/Council Approval of the updated plan	20%

The CONSULTANT shall submit invoices to the PARISH for payment no more than once a month and following the completion of each Task as outlined above, within a reasonable time frame, but no later than 45 days. Each invoice amount due shall correspond with the Task complete for the period less any previous payments. CONSULTANT will provide two (2) sets of invoices, separating the firm fixed price invoice and the reimbursable expense invoice for each calendar month. Payment of any undisputed amount is due 30 days after receipt of each invoice. Invoices are considered accepted by the PARISH unless a written notice explaining rejection of specific charges is provided to CONSULTANT within ten (10) days from date electronically submitted. A service charge equivalent to 1.5% (per month) of invoice amount may be assessed by CONSULTANT and will be paid by the PARISH for invoices aging beyond 30 days until invoice is paid in full.

6. Ownership of Documents

All documents, including meeting documentation, HMP drafts, field notes, Repetitive Loss Homeowner documentation collected, and other data are the property of the PARISH. The CONSULTANT may retain reproducible copies of the HMP and other documents.

7. Liability

CONSULTANT shall perform its Services hereunder on a best professional efforts basis, consistent with generally accepted industry standards and shall be liable to PARISH for any damages the PARISH sustains to the extent caused by any act or omissions of the CONSULTANT’S negligence in the performance of services under this Contract.

Each party expressly waives and releases the other Party and its subcontractors from, and against, any and all punitive, indirect, special, exemplary and consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause or legal theory of recovery, including negligence, gross negligence or willful misconduct of the Party being released.

8. Insurance

- a. The CONSULTANT shall secure and maintain at its expense such insurance that will protect it and the PARISH, from claims under the Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Contract.
- b. Insurance for bodily injury or death shall be in the unencumbered amount of FIVE

HUNDRED THOUSAND DOLLARS (\$500,000.00) for one person and not less than ONE MILLION DOLLARS (\$1,000,000.00) for all injuries and/or deaths resulting from any one occurrence.

- c. The insurance for property damage shall be in the unencumbered amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each accident and not less than ONE MILLION DOLLARS (\$1,000,000.00) aggregate.
- d. CONSULTANT shall also secure and maintain at his own expense professional liability insurance in the sum of ONE MILLION DOLLARS (\$1,000,000.00).
- e. CONSULTANT shall also secure and maintain at his own expense comprehensive automobile liability insurance in the sum of ONE MILLION DOLLARS (1,000,000.00). Auto Liability should include owned, hired and leased autos.
- f. All certificates of insurance shall be furnished to the Parish within five (5) days after execution of the Contract and shall provide that insurance not be cancelled without ten (10) days prior written notice to the PARISH.
- g. ST. CHARLES PARISH shall be named as additional insured on general liability insurance policies.
- h. It shall be the responsibility of the CONSULTANT to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of the PARISH. The CONSULTANT shall further ensure the PARISH is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
- i. St. Charles Parish may examine all insurance policies.
- j. 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.
- k. CONSULTANT shall indemnify and save harmless the PARISH 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 reason of any negligent act by the CONSULTANT, its agents, servants or employees, while engaged upon or in connection with the services required or performed hereunder.

9. Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the PARISH to assure proper accounting for all funds, both federal and non-federal shares. These records will be made available for monitoring visits/audit purposes to the PARISH or any authorized representative, and will be retained for five (5) years from the official date of the final closeout of the associated federal award (FEMA Pre-Disaster Mitigation Program FEMA Project #: EMT-2018-PC-0002

A-0; GOHSEP Project #: PDMC-PJ-06-LA-2017-002), unless permission to destroy them is granted by the PARISH.

10. Terms and Conditions

This Agreement is subject to the provisions titled, "PART II, Compliance Provisions for Federally Assisted Professional Services Contracts" consisting of twelve (12) pages, attached hereto, and incorporated by reference herein.

By entering into this Contract, CONSULTANT affirmatively warrants that CONSULTANT is currently in compliance with such laws, and further warrants that during the term of this Contract, CONSULTANT shall remain in compliance therewith.

11. Address of Notices and Communications

PARISH
Mr. Larry Cochran
Parish President
St. Charles Parish
Post Office Box 302
Hahnville, LA 70057

Witt O'Brien's, LLC
Cheryl Joiner
Director of Contracts
818 Town & Country Blvd., Suite 200
Houston, TX 77024
Phone: 281-606-4721
contractrequests@wittobriens.com with
a copy to cdetillieu@wittobriens.com

With a copy to:

Mr. Billy Raymond
Chief Administrative Officer
St. Charles Parish
P. O. Box 302
Hahnville, LA 70057

Legal Notices to:

Witt O'Brien's, LLC
Attention: Legal Counsel
2200 Eller Drive
Fort Lauderdale, FL 33316
Email: blong@ckor.com with
a copy to cdetillieu@wittobriens.com

12. Jurisdiction

For all claims arising out of or related to this Contract, the CONSULTANT hereby consents and yields to the exclusive jurisdiction and venue of the Twenty-Ninth Judicial District Court for the Parish of St. Charles and expressly waives any pleas of jurisdiction based upon the CONSULTANT'S residence or right to federal court based upon diversity of citizenship.

13. Headings

Each paragraph of this Contract has been supplied with a heading to serve only as a guide to the contents. The heading does not control the meaning of any paragraph or in any way determine its interpretation.

14. Entire Contract

All negotiations, proposals and agreements prior to the date of this Contract are merged herein and superseded hereby, there being no other agreements, warranties or understandings other than those written or specified herein. In the event of a conflict between this Contract and the Proposal, the terms of this Contract shall control.

15. Termination by the Parties

If, through any cause, the either party shall fail to fulfill in a timely and proper manner its obligations under this Contract, the other party shall thereupon have the right to terminate the Contract, without prejudice to any other rights or claims which it may have under this Contract, upon providing prior written notice to the other party and at least ten (10) days opportunity to cure such breach. In any event, the PARISH shall pay all fees due and expenses incurred for Services rendered through the date of termination.

16. Authorization

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Witness

Witness

BY: _____
Larry Cochran
Parish President

Witt O'Brien's, LLC

Witness: Raquel Ramirez
Witness: _____

BY: Greg Fenton
Chief Operating Officer

2019-0053

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

ORDINANCE NO. _____

An ordinance to amend the dangerous dog laws found in the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions., Section 4-6. Fierce, dangerous or vicious animal., Section 4-7. Penalties., Section 4-10. Keeping of animals not considered pets and keeping of exotic animals and to add Section 4-6.1. Animal Classification Appeals Committee., and Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

WHEREAS, the amendment of the current dangerous dog laws for St. Charles Parish, Louisiana is in furtherance of the public's best interest and purpose, and is in satisfaction of a public need.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-1. Definitions. be hereby amended with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-1. Definitions.

~~At large:~~ An animal shall be deemed to be at large if off the premises of its owner and/or keeper and not under the immediate control of a responsible person. Any dog or cat that is not within the confines of its owner's home, dog yard, dog pen, primary enclosure or automobile and that is not on a tether which restricts the animal to the confines of its owner's property, nor on a leash no longer than six (6) feet long shall be considered at large. Pit bulls and bully mixes cannot be tethered. Exception: Hunting or stock dogs, show dogs and cats, government or law enforcement dogs actively being worked or other animals being worked or shown under the physically present supervision of their owners or agents or employees of owners are excepted.

~~Fierce, dangerous or vicious animal:~~

~~(1) Fierce animal means any dog or other animal:~~

- ~~a. Which is not securely confined and jeopardizes any postal carrier, meter reader, utility or building inspector or other lawful invitee on the property of the owner; or~~
- ~~b. Which chases vehicles on public property in a menacing or terrorizing manner; or~~
- ~~c. Which upon review of the facts is declared and designated a fierce animal, after an inquiry with the animal control supervisor.~~

~~(2) Dangerous animal: means any dog or other animal:~~

- ~~a. Which when unprovoked:~~
 - ~~1. Bites, inflicts injury, assaults or otherwise attacks a human being or domestic animal on public or private property; or~~
 - ~~2. Chases or approaches a person upon the streets, sidewalks or on any public grounds in a menacing or terrorizing manner or apparent attitude of attack; or~~
- ~~b. Which has a known propensity or disposition to attack unprovoked, to cause injury or otherwise endanger the safety of human beings or domestic animals; or~~
- ~~c. Which has undergone quarantine for rabies observation two (2) or more times within a two-year period; or~~
- ~~d. Any animal, which is deemed dangerous by the animal control supervisor.~~

~~(3) Vicious animal means any dog or other animal:~~

- ~~a. Has without provocation:~~
 - ~~1. Inflicted severe injury on a human being on public or private property; or~~
 - ~~2. Has killed a domestic animal without provocation while off the owner and/or keeper's property; or~~

- 3. ~~Has previously been found to be a "dangerous animal: the owner and/or keeper having received notice of such and the animal again bites, attacks or endangers the safety of human beings or domestic animals; or~~
- b. ~~Which is owned or harbored primarily or in part for the purpose of dog fighting; or~~
- c. ~~Which would otherwise be deemed dangerous, but upon review of the facts by the animal control supervisor designated a vicious animal.~~

Minor Injury: The injury results in a superficial wound such as a scratch, laceration, bruise or minor tissue swelling.

Moderate Injury: The injury may require sutures, but does not result in temporary or permanent disfigurement, permanent pain or risk of death.

Severe Injury: The injury results in a physical condition serious enough to require any of the following:

- (1) Hospitalization or prolonged treatment, physical harm involving substantial risk of death;
- (2) Physical harm involving substantial risk of death; or rabies exposure or
- (3) Physical harm involving partial or permanent disfigurement.

Provocation: Overt act(s) by a person, which would reasonably be expected to harass, irritate, or aggravate a dog to the point of aggression. This includes, but is not limited to, hitting or approaching a dog in a menacing fashion, but does not include any act by a person, reasonably seen by that person, as necessary to intervene to protect himself or another person or livestock or domestic animal or fowl. An unauthorized intruder or a wild or domestic animal shall be deemed to have provoked a dog by the act of entering the owner's dwelling or enclosed premises not normally accessible to the public.

Unauthorized Intruder: Means any person who enters a dog owner's apartment, house, business or enclosed premises not normally accessible to the public with the knowledge that he not does have the dog owner's permission to do so.

SECTION II. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-6. Fierce, dangerous or vicious animal. be hereby amended with new text underlined and deleted text in strikethrough:

Sec. 4-6. Potentially Fierce, dangerous, dangerous or vicious animal dogs.

(a) ~~Any animal classified as fierce, dangerous or vicious by its actions or through evaluation by an animal control officer, which subsequently attacks, causes injury, or otherwise exhibits a propensity to endanger the safety of human beings or domestic animals shall require such animal to be registered with the animal control office. Issuance of a permit, which is renewable each year from the anniversary date of such issue, and a signed statement attesting under oath that said owner and/or keeper, has met the following requirements:~~

- (1) ~~A fence or structure of at least six (6) feet in height, forming a pen suitable to prevent the unauthorized entry of human beings, and suitable to confine a fierce, dangerous or vicious animal. Such enclosure shall be securely closed and locked at all times and shall have secure sides. Such structures shall further have a secure bottom sufficient to prevent said animal from digging its way under and/or out of the said enclosure. The enclosure shall be located in a secure fenced area so as to prevent any person, except under conditions supervised by the animal's owner, from gaining any contact with the said animal. The enclosure shall have adequate shelter for the animal consisting of at least a roof and three sides. The dimensions of the enclosure shall meet or exceed the width of eight (8) feet and depth of eight (8) feet. Said structure shall be complete and ready for occupancy prior to the effective date of the permit for which application is being made.~~

- ~~(2) The above classified animal shall be penned in a proper enclosure at all times when the animal is not confined and supervised within the owner's and/or keeper's dwelling, or being moved or exercised.~~
- ~~(3) It is unlawful for any owner and/or keeper to allow any classified animal outside the dwelling of the owner and/or keeper, or outside of the herein above defined enclosure without restraints on a leash and collar having a minimum tensile strength of three hundred (300) pounds and not exceeding six (6) feet in length. The animal shall be kept under the direct control and supervision of owner and/or keeper at all times. The owner and/or keeper shall display in a prominent place on the premises on which the animal is kept a sign warning that a fierce, dangerous or vicious animal is housed on the premises. Such sign shall be easily readable by the members of the general public and intelligible to young children and/or those who are unable to read and write the English language. A similar sign shall be posted on the animal's pen. These signs must be posted within thirty-six (36) hours.~~
- ~~(4) The owner and/or keeper shall provide two (2) color photographs of the animal clearly depicting color, approximate size, and facial characteristics.~~
- ~~(b) The owner and/or keeper shall notify the animal control office or the sheriff's department immediately whenever a fierce, dangerous or vicious animal is on the loose, is unconfined, has attacked another animal or has attacked a human, has died, been sold, or given away, or has been relocated. If the animal has been sold or given away, the owner and/or keeper shall provide the name, address and phone number of the new owner to the animal control office.~~
- ~~(c) Any fierce, dangerous or vicious animal can be destroyed by the animal control office or the sheriff's department if found to be in violation of this ordinance and which cannot be safely taken up or impounded. It shall be unlawful for any other person other than agents of the animal control office or the sheriff's department to kill any such animal, except under such circumstances where such action is necessary for defense or where such animal is imminently threatening attacking any person.~~
- ~~(d) Upon designation of any animal being classified as fierce, dangerous or vicious by the sheriff's department or an animal control officer as a result of a complaint or by other means, owner and/or keeper will surrender said animal to the animal control office or sheriff's department to be impounded at the parish animal shelter until the owner and/or keeper provides an enclosure for the animal as defined above or for a maximum period of thirty (30) days. After the thirty-day period set forth above, if the owner and/or keeper does not provide the proper enclosure as set forth by this section, then the said animal may be destroyed.~~
- ~~(e) Any animal that has been impounded as the result of a complaint or by other means may be required by the animal control office to be micro-chipped prior to release from impoundment. All costs associated must be paid by owner and/or keeper before release of said animal or within five (5) days of micro-chipping. Failure to cover all expenses incurred may result in euthanizing of said animal and legal charges brought against owner and/or keeper to cover all expenses plus legal fees.~~
- ~~(f) The owner and/or keeper of any animal that has been impounded as a result of a complaint, attack or other means may require said owner and/or keeper to remove the animal from the parish. Said owner and/or keeper will have ten (10) days to provide a viable plan for the removal of said animal from the parish. Any owner and/or keeper that has not presented an appropriate plan to the satisfaction of the animal control office for removal of said animal may lose all rights to said animal and said animal may be euthanized.~~
- ~~(g) The requirements of this section for the maintenance of physical control over above described animal shall not be satisfied by the mere chaining, roping, leashing, or similar restraining of the animal to inanimate objects such as stakes, trees, posts or buildings.~~

~~(h) The provisions of this section shall not apply to proprietors of animal hospitals, to veterinarians, or to search and rescue organizations and law enforcement agencies who keep or maintain said described animal on their professional premises in the usual and normal course of business, or to zoological gardens, theatrical exhibits, or a circus provided that such animal hospital, veterinarian, zoological garden, theatrical exhibit, or circus possesses all permits required by the laws of this parish and state and complies with all other regulations concerning the keeping and maintaining of such animal.~~

(a) Determination of potentially dangerous or dangerous characteristics:

- (1) Any dog may be deemed "potentially dangerous" if such dog constitutes a menace to public health or safety by committing any of the following acts:
 - a. An attack or minor injury occurs, which results in injury to a person when such person is conducting himself peacefully and lawfully;
 - b. The dog bites a domestic animal resulting in moderate injury while the dog is at large;
 - c. The dog chases or approaches a person upon the streets, sidewalks, public grounds or property owned by a person other than the owner of the dog, in a terrorizing or menacing manner or apparent attitude of attack;
 - d. A dog which on two (2) separate occasions has been observed at large, on or off the owner's property, or has been impounded at least once previously for being at large; or
 - e. A dog that, in the opinion of the animal control supervisor, constitutes a threat to public safety such that the animal control supervisor recommends a dog as "potentially dangerous".
- (2) The animal control supervisor may investigate reported incidents involving dogs that may be "potentially dangerous" and shall send written notification of the animal control supervisor's classification of the animal by certified mail and the last known address of the dog's owner. The classification of "potentially dangerous" shall be added to the registration records of the dog.
- (3) A summons may be issued to the owner of any potentially dangerous dog alleged to be in violation of this section. The investigating officer may issue such summons upon receipt of a sworn affidavit of the complaint.
- (4) Proper handling of a potentially dangerous dog:
 - a. A potentially dangerous dog must be under the supervision and control of an owner over 16 years old when outside of the owner's dwelling;
 - b. The dog can be off of the owner's property to be walked only if restrained by a leash, not to exceed 6 feet, which prevents its escape or access to other persons. The dog may not be taken to public parks or private dog parks;
 - c. Based on the size and behavior of the dog, the owner may be required to muzzle the dog when it is on public property or those areas of private property that are unfenced and normally accessible to the public. The muzzle shall neither injure the dog nor interfere with its vision or respiration;
 - d. The dog must be spayed or neutered and micro-chipped, at the owner's expense, prior to being returned to the owner, unless it is certified as unfit for surgery with documentation provided by a Louisiana Licensed veterinarian with a specific diagnosis; or
 - e. The dog may be evaluated by a board certified veterinary behaviorist, certified animal behaviorist or recognized expert and may successfully complete training and any other treatment deemed necessary at the owner's expense.
- (5) A dog may be deemed "dangerous" if it commits any of the following acts under the following circumstances:
 - a. The dog bites a human being, resulting in moderate injury, when the person is conducting himself peacefully and lawfully;

- b. The dog, off the property of owner of offending dog, causes severe injury to a domestic animal resulting in hospitalization of the domestic animal;
 - c. The dog kills any domestic animal;
 - d. The dog is already classified as "potentially dangerous" and commits any of the acts enumerated in this section; or
 - e. An animal that, in the opinion of the animal control supervisor, constitutes a threat to public safety and recommended by the animal control supervisor to be as "DANGEROUS".
- (6) Animal control may investigate reported incidents involving dogs that may be "dangerous." Upon such investigation, if the animal control supervisor finds the dog to constitute a "dangerous dog" as defined in this section, said dog shall be impounded and so classified. The owner shall receive written notification of the animal control departments' classification of the dog. Said notification shall include the procedure for appeal. The classification of "dangerous" shall be added to the registration records of the dog.
- (7) The owner of a dog that has been classified as dangerous shall abide by the following mandates within thirty (30) days after receipt of the dog's classification as dangerous:
- a. While on the owner's property, a dangerous dog shall be securely confined indoors or in a securely locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping at times when the animal is not confined and supervised within the owner's and/or keeper's dwelling;
 - b. Such an outdoor pen or structure shall have a sealed cement floor and be surrounded by a chain link fence that is anchored to a cement slab. The pen must also have a chain link top that is securely fastened to the top of the pen. The top must also have a solid cover to protect the animal from the elements and a doghouse of proper size within the enclosure. The outdoor enclosure size will be determined by the size of the dog or dogs being housed and must be reviewed and approved by the animal control supervisor. A 6 foot fence must surround the premises, suitable to prevent the unauthorized entry of human beings and suitable for confinement of the dog;
 - c. Such enclosure shall be securely closed and locked at all times. The fence must have chain wall or cement sides to prevent said animal from digging its way under or out of the fenced area. The dog shall be penned in the proper enclosure at all times when the animal is not supervised within the owner's fenced property;
 - d. The supervisor, after reviewing the circumstances associated with each situation, shall make a determination as to whether the enclosure meets its requirements. Such enclosure shall assure the safety of the public as well as confinement of the dog in a humane, safe, sanitary and healthful environment;
 - e. The dog must remain in an interior room of house secured by a lock, when anyone is entering or exiting the house or when someone outside of the immediate family is inside the house. The room size will be determined by the size of the dog and reviewed and approved by the animal control supervisor;
 - f. The dog shall not be walked in public parks, public or private dog parks, on public sidewalks or any areas outside the owner's property except to go to the veterinarian. The dog shall be muzzled in a manner that prevents the dog from biting but shall not injure the dog or interfere with its vision or respiration and it shall be in the direct control of the owner over 16 years of age with a secure leash no longer than 6 feet in length when traveling to or from the veterinarian;
 - g. The dog shall be spayed or neutered and microchipped, at the owner's expense, prior to being returned to the owner unless it is

- certified as unfit for surgery with documentation provided by a Louisiana Licensed veterinarian with a specific diagnosis;
- h. The dog may be required to be evaluated by a board certified veterinary behaviorist, certified animal behaviorist or recognized expert and may successfully complete training and any other treatment animal control deems necessary at the owner's expense;
 - i. The owner shall pay all boarding costs to animal control, while awaiting hearing;
 - j. Animal Control shall be notified if the owner is moving the dog to new housing. Prior to a dangerous dog being sold or given away, the owner shall provide the name, address and phone number of the new owner to the animal control. Each owner shall execute a document to be supplied by Animal Control, acknowledging that said owner is aware of "dangerous" dog classification and that said owner shall comply with the requirements of this title. Animal Control shall perform a Dangerous Dog house inspection at the new residence if in St Charles Parish;
 - k. A dog that has been deemed dangerous in another parish or state must register with animal control and meet the same requirements listed in this section;
 - l. A sign indicating that a dangerous dog is housed shall be visible from the street and affixed to the entrance of the house and fence. The sign shall be at least 8"x11"with letters no smaller than 3" high;
 - m. Animal control, in the exercise of its discretion, shall have the authority to make whatever inspections are deemed necessary to ensure that the provisions recited herein are complied with;
 - n. An owner of a dangerous dog shall have said dog humanely euthanized at his expense by animal control or by a licensed veterinarian, if said owner is unable to comply with the requirements recited herein;
 - o. It shall be unlawful for any person to keep, harbor or possess a dangerous animal on a porch, patio or in any part of a house or building that would allow the animal to exit or escape on its own volition. Screened windows or screened door alone are considered inadequate;
 - p. The owning, keeping or harboring of a dangerous animal in violation of this title is deemed a public nuisance and the animal may be seized;
 - q. If animal control reasonably believes that an owner cannot or will not abide by the above requirements, a seizure warrant may be requested, pending final disposition of the case;
- (8) A "dangerous dog" that is impounded for any violation of this section, may be reclassified as a "vicious dog."
- (9) The owner of a dog that has been classified as "dangerous" may appeal this classification to the animal classification appeals committee within the ten-day period after the animal control center classifies said dog:
- a. A notice of appeal shall be filed with the animal control supervisor within ten (10) days of the receipt of notice of classification. The supervisor shall then notify the animal classification appeals committee;
 - b. The animal classification appeals committee shall hear the appeal within thirty (30) days after the owner has submitted a notice of appeal.
 - c. The classification of a dog as "dangerous" shall be revoked only by a majority vote of the animal classification appeals committee.
 - d. All decisions made by the animal classification appeals committee shall be final and binding, unless an appeal is made to a court of competent jurisdiction. Notification of said appeal must be filed ten (10) days after the animal classification appeal committee

upholding the decision to classify the said dog as "dangerous". Should a Temporary Restraining Order be received within the ten-day period, then the owner will also be responsible for payment of all boarding costs and other fees at that time as may be required to humanely and safely keep the animal at the shelter through the appeals process.

- e. Payment of all boarding costs and fees shall be placed as bond with the registry of the court in which the Temporary Restraining Order was obtained. If the dog classification is reversed, payment will be refunded.

(b) Vicious Dog

- (1) The animal control supervisor may deem a dog "vicious" if it commits any of the following acts:

- a. **ATTACKS OR** Bites a human being resulting in severe injury or death; or
- b. Is already classified as a "DANGEROUS" dog and commits any of the acts enumerated in Section 4-6(b)(1) above.

- (2) Animal control may investigate reported incidents involving dogs that may be "vicious." Upon such investigation, if the animal control supervisor finds the dog to constitute a "vicious dog," said dog shall be impounded and so classified. The owner shall receive written notification of the animal control supervisor's classification of the dog. Said notification shall include the procedure for appeal. The classification of "vicious" shall be added to the registration records of the dog.

- (3) Any dog that has been classified as "vicious" shall be impounded by animal control. The animal will be kept at the shelter and placed in rabies quarantine, if necessary, for the proper length of time or held for ten (10) days after the owner's receipt of notification and then shall be euthanized unless the owner initiates an appeal procedure within this ten-day period.

- (4) The owner of a dog that has been classified as "vicious" may appeal this classification to the animal classification appeals committee within the ten-day period after the animal control center classifies such dog:

- a. A notice of appeal shall be filed with the animal control supervisor within ten (10) days of the receipt of notice of classification. The supervisor shall then notify the animal classification appeals committee;
- b. The animal will remain impounded at animal control until such time as the animal appeals committee hears and decides the appeal of the owner. The animal classification appeals committee shall hear the appeal **within ten (10) days** after the owner has submitted notice of appeal.
- c. The classification of a dog as "vicious" shall be revoked only by a majority vote of the animal classification appeals committee. If the committee does not revoke the "vicious dog" classification, the dog will be kept an additional ten (10) days and then be humanely euthanized, at the expense of the owner, by the animal control center. If the animal classification appeals committee revokes the "vicious" dog classification, such dog shall then be classified as "dangerous"; and its owner shall be required to comply with Section 4-6 (a)(7) above. The committee shall provide the owner with written notice of its decision by mailing the decision to the dog owner's last known address.
- d. The owner shall be responsible for payment of all boarding costs and other fees as may be required to humanely and safely keep the animal at the animal control through the appeals process.
- e. Written notice is granted in Section 4-6 (b)(4c) above in order to give the owner of a dog classified as "vicious" time to apply to a court of competent jurisdiction for any remedies, which may be available.

- f. The owner of a dog that has been classified as "vicious" may appeal the decision of the animal classification appeals committee to uphold the "vicious" classification. A Temporary Restraining Order shall be obtained from a court of competent jurisdiction within ten (10) days of said decision in order to delay the euthanasia of such dog. Should a Temporary Restraining Order be obtained, the owner shall also be responsible for payment of all boarding costs and other fees at this time as may be required to humanely and safely keep the animal at animal control through the court appeal process.
- g. Payment of all boarding costs and fees shall be placed as bond in the registry of the court in which the Temporary Restraining Order was obtained.
- h. No person shall keep or permit to be kept within St Charles Parish any vicious dog. A dog determined to be vicious by the court shall be humanely euthanized.
- (c) Required Reporting
 - (1) Any health care provider who examines or treats any person who has been bitten by a dog or upon whom a dog has inflicted serious bodily injury shall report such bite or injury to animal control or the deputy. Such a report shall be made immediately, if possible, and in any event shall be made within 24 hours of examining the patient.
 - (2) The report shall include the following information subject to the limitations allowed by law:
 - a. The patient's name, date of birth, sex and current home and work address;
 - b. The nature of the bite or injury that is the subject of the report;
 - c. Any information about the location of the biting animal and the name and address of any known owner; and
 - d. The name and address of the health care provider.

SECTION III. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, be hereby amended by adding Section 4-6.1. Animal Classification Appeals Committee. with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-6.1. Animal Classification Appeals Committee.

(a) The Parish President shall appoint a three-member animal classification appeals committee which in its' judgment shall fairly represent animal control, animal owners and citizens of St. Charles Parish. The committee shall make decisions relating to appeals that have been initiated concerning dangerous dogs and vicious dogs.

(b) The animal classification appeals committee shall be appointed from nominations submitted to the St. Charles Parish President. One (1) member shall be a licensed veterinarian, one (1) member shall be a commissioned law enforcement officer and one (1) member shall be a member of the animal welfare society. All members must be residents of St. Charles Parish.

SECTION IV. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, be hereby amended by adding Section 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs. with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-6.2. Liability insurance, liability bond, property surety bond for dangerous dogs.

(a) The owner or keeper shall present to the supervisor of animal control that the owner or keeper has procured liability insurance in the amount of at least One Hundred Thousand and No/100ths (\$100,000.00) Dollars, covering any damage or injury which may be caused by such dangerous dog during the twelve (12) month period for which licensing is sought and proof of coverage must be provided annually.

SECTION V. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-7. Penalties. be hereby amended with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-7. Penalties.

(a) Any person found guilty of violating any of the provisions of this chapter shall, for each violation, be fined not less than ~~fifty (\$50.00)~~ two-hundred (\$200.00) dollars nor more than five hundred (\$500.00) dollars plus court costs, or be imprisoned in the parish jail for not more than ~~sixty (60)~~ one hundred eighty (180) days or both. ~~Each separate day on which any violation of the provisions of this chapter is shown to have continued to exist shall constitute a separate offense.~~

(b) The owner of a dog at large that injures any person shall, upon conviction by a court of competent jurisdiction, be fined not less than five hundred (\$500.00) dollars or imprisoned for not more than thirty (30) days or both.

SECTION VI. That the St. Charles Parish Code of Ordinances, Chapter 4, Animals and Fowl, Article I. In General, Section 4-10. Keeping of animals not considered pets and keeping of exotic animals. be hereby amended with new text underlined and deleted text in ~~strikethrough~~:

Sec. 4-10. Keeping of animals not considered pets and keeping of exotic animals.

(c) ~~*Bully breed and bully breed mix. American Pit Bull Terriers.*~~ All American Pit Bull Terriers must be registered with mandatory micro chip with the animal control office. Color pictures with full detail description must be filed with registration. Micro-chipping of animal is required (See subsection (e)(4)). All premises must be inspected by an animal control officer for confinement of said animal before final registration is approved. All owners and/or custodians of bully breeds and bully breeds mixed with any other breed, which are over three (3) months of age within seven (7) days of being located within St Charles Parish, Louisiana shall:

- a) Be registered with the St Charles Parish Animal Control Department;
- b) Be microchipped at the owner's expense to identify the dog's ownership; and
- c) At all times wear, around its neck, a collar of proper fit with a current rabies tag affixed thereto.

Any Animal Control Officer and/or Law Enforcement Officer, after duly identifying himself and his intent, may scan any dog that appears to meet the aforementioned criteria whether in the possession of an owner/custodian, at large or in a kennel, in order to check for registration and microchipping of the animal.

Any animal seized or found at large due to violation of Section VI shall be held no more than five (5) days, at the owner's expense, for necessary corrective actions to be satisfied. Should the requirements of this Ordinance not be satisfied within six (6) days, then the dog is deemed abandoned in favor of St. Charles Parish Animal Control.

(1) If there is a complaint or it deemed necessary by an Animal Control Officer, the dog may require a proper enclosure as described in Section 4-10(2) below at all times when the animal is not confined and supervised within the owner's and or keeper's dwelling or being moved or exercised.

(2) While on the owner's property, a Bully type dog shall be securely confined indoors or in a securely locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping at times when the animal is not confined and supervised within the owner's and/or keeper's dwelling;

- a) Such an outdoor pen or structure shall have a sealed cement floor and be surrounded by a chain link fence that is anchored to a cement slab. The pen must also have a chain link top that is securely fastened to the top of the pen. The top must also have a solid cover to protect the animal from the elements and a doghouse of proper size within the enclosure. The outdoor enclosure size will be determined by the size of

the dog or dogs being housed and must be reviewed and approved by the animal control supervisor. A 6-foot fence must surround the premises, suitable to prevent the unauthorized entry of human beings and suitable for confinement of the dog.

- b) Such enclosure shall be securely closed and locked at all times. The fence must have chain wall or cement sides to prevent said animal from digging its way under or out of the fenced area. The dog shall be penned in the proper enclosure at all times when the animal is not supervised within the owner's fenced property. Said enclosure shall be complete and ready for inspection by animal control and said animal occupancy within 30 days of request by Animal Control.
- (3) Upon inspection by animal control, if the above requirements are not met, the animal will be impounded at the parish animal shelter for a maximum of five (5) business days until the owner and/or keeper provides and enclosure as set forth in this section for said animal. All cost of impoundment must be paid by owner and/or keeper before release of said animal. After the five (5) day period, if the owner and/or keeper does not provide the proper enclosure as set forth by this section, then the said animal may be adopted or euthanized.
- (4) American Pit Bull Terriers and Wolves shall be required by the animal control office to be microchipped. All costs associated must be paid by owner and /or keeper before release of said animal. Failure to cover all expenses incurred may result in legal charges brought against owner and/or keeper to cover all expenses plus legal fees.
- (d) *Wolf.*
 - (2) All wolf hybrids must be registered with the animal control office. Color pictures with full detail description must be filed with registration. Micro chipping Microchipping is required (See subsection (e)(4). All premises must be inspected by an animal control officer for confinement of said animal before final registration is approved.
- ~~(e) *American Pitt Bull Terriers and Wolf.*~~
 - ~~(1) Shall be penned in a proper enclosure as described in subsection (e)(2) at all times when the animal is not confined and supervised within the owner's and/or keeper's dwelling, or being moved or exercised.~~
 - ~~(2) A fence or structure of at least six (6) feet in height, forming a pen suitable to prevent the unauthorized entry of human beings, and suitable for confinement. Such enclosure shall be securely closed and locked at all times and shall have secure sides. Such structures shall further have a secure bottom sufficient to prevent said animal from digging its way under and/or out of the said enclosure. The enclosure shall be located in a secure fenced area so as to prevent any person, except under conditions supervised by the animal's owner, from gaining any contact with the said animal. The enclosure shall have adequate shelter for the animal consisting of at least a roof and three sides. The dimensions of the enclosure shall meet or exceed the width of eight (8) feet and depth of eight (8) feet. Said structure shall be complete and ready for occupancy prior to the effective date of the permit for which application is being made.~~
 - ~~(3) Upon inspection by an animal control office the above requirements must be met within a thirty-day period. Thereafter, the animal will be impounded at the parish animal shelter for a maximum period of thirty (30) days until the owner and/or keeper provides an enclosure as set forth in this section for said animal. All cost of impoundment must be paid by owner and/or keeper before release of said animal. After the thirty-day period, if the owner and/or keeper does not provide the proper enclosure as set forth by this section, then the said animal may be destroyed.~~

- ~~(4) Shall be required by the animal control office to be micro chipped. All costs associated must be paid by owner and/or keeper before release of said animal or within five (5) days of micro chipping. Failure to cover all expenses incurred may result in legal charges brought against owner and/or keeper to cover all expenses plus legal fees.~~
- ~~(5) The owner and/or keeper of said animal that has been impounded as a result of a complaint, attack or other means may require said owner and/or keeper to remove the animal from the parish. Said owner and/or keeper will have ten (10) days to provide a viable plan for the removal of said animal from the parish. Any owner and/or keeper that has not presented an appropriate plan to the satisfaction of the animal control office for removal of said animal may lose all rights to said animal and said animal may be euthanized.~~

~~(f)~~ (e) *Feral cat and feral dog.*

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: _____