



# 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, April 8, 2019

6:00 PM

Council Chambers, Courthouse

Final

### ORDINANCES / RESOLUTIONS INTRODUCED FOR PUBLICATION / PUBLIC HEARING

Monday, April 22, 2019, 6:00 pm, Council Chambers, Courthouse, Hahnville

*(No items for the regular Agenda)*

- S\* 1** 2019-0113 An ordinance to approve and authorize the execution of a professional service agreement with N-Y Associates, Inc., for providing all necessary professional engineering services for a project that improves the discharge piping for Destrehan Pump Station (P.S.) No. 1 (Parish Project No. P180902).

**Sponsors:** Mr. Cochran and Department of Public Works

- S\* 7** 2019-0114 An ordinance approving the Intergovernmental Agreement with Pontchartrain Levee District for the continued maintenance and related drainage issues associated with the "Prescott Canal" and Montz area, St. Charles Parish, Louisiana.

**Sponsors:** Mr. Cochran and Department of Public Works

- S\* 13** 2019-0115 An ordinance to amend the 2019 Consolidated Operating and Capital Budget, Amendment No. 2, to add expenditures totaling \$2,056,591 for the Roads and Drainage Fund - Fund 112 for DOTD Highway 90 Compliance Repairs and for the Ormond Oaks Drainage Improvement Project unexpended in 2018.

**Sponsors:** Mr. Cochran and Department of Finance

- S\* 15** 2019-0116 An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-1A(M) on Lot 9, Block M, Townsite of Paradis as requested by Olivia Zeringue.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

**Legislative History**

2/27/19 Department of Planning & Zoning Received/Assigned PH

4/4/19 Department of Planning & Zoning Recommended Approval to the Planning Commission

4/4/19 Planning Commission Recommended Approval to the Parish Council

**S\* 17 2019-0117**

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C. St. Charles Parish Subdivision Regulations of 1981, Section IV. Design standards. Paragraph D. Drainage. 2. Roadside Drainage. a. Subsurface Drainage to specify a certain type of stormwater inlet for roadside drainage.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

**Legislative History**

4/4/19 Department of Planning & Zoning Recommended Approval to the Planning Commission

4/4/19 Planning Commission Recommended Approval to the Parish Council

**S\* 19 2019-0118**

An ordinance to amend the St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision Procedure to eliminate restrictive scale and page size requirements for Preliminary and Final Plats at paragraph E. Preliminary Plat Requirements. 2. Mandatory Submission Requirements. c. and E. Preliminary Plat Requirements. 4. Preliminary Plat Procedure. a. Submission Procedure., and G. Final Plat Requirements. 2. Mandatory Submission Requirements.

**Sponsors:** Mr. Cochran and Department of Planning & Zoning

**Legislative History**

4/4/19 Department of Planning & Zoning Recommended Approval to the Planning Commission

4/4/19 Planning Commission Recommended Approval to the Parish Council

**S\* 21 2019-0119**

An ordinance to approve and authorize the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2019 through July 11, 2019.

**Sponsors:** Mr. Cochran and Department of Community Services

**S\* 27 2019-0120**

An ordinance approving and authorizing the execution of an Act of  
Dedication and approval of the Final Plat for St. Paul Place Subdivision.

**Sponsors:**

Mr. Cochran and Department of Planning & Zoning

**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.

**2019-0113**

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

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to approve and authorize the execution of a professional service agreement with N-Y Associates, Inc., for providing all necessary professional engineering services for a project that improves the discharge piping for Destrehan Pump Station (P.S.) No. 1 (Parish Project No. P180902).

**WHEREAS,** Destrehan P.S. No. 1 (Parish Project No. P180902) is an existing pump station that serves a large drainage area in the Ormond section of the Parish; and,

**WHEREAS,** two existing discharge pipes need to be replaced due to their condition; and,

**WHEREAS,** the supports for the new discharge pipes also require improvements, as discussed in the attached Executive Summary from the study phase of this project; and,

**WHEREAS,** the attached contract between N-Y Associates describes the proposed engineering services and compensation for the proposed improvements.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Professional Services Agreement between N-Y Associates and St. Charles Parish for services as required by the Department of Public Works for a project that improves the discharge piping for Destrehan Pump Station (P.S.) No. 1 (Parish Project No. P180902) is hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute said Professional Services Agreement 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: \_\_\_\_\_

## AGREEMENT FOR ENGINEERING SERVICES

THIS AGREEMENT made and effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between ST. CHARLES PARISH acting herein by and through its President, who is duly authorized to act on behalf of said Parish, hereinafter called the Owner, and N-Y Associates, Inc., a corporation hereinafter called Engineer. Whereas the Owner desires to employ a professional consulting engineering firm to perform engineering services for the Destrehan Pump Station No. 1 Piping Improvements project as described in Ordinance No. \_\_\_\_\_, which is attached hereto and made a part hereof.

### 1.0 GENERAL

The proposed project is described in the attached Executive Summary from the report entitled "Installation of New Discharge Pipes at Destrehan Pump Station No. 1, Concept Study", dated January 2019, by N-Y Associates, Inc.

The Owner agrees to employ the Engineer, and the Engineer agrees to perform professional services required for the project described above. The Engineer will provide final plans where specified in Engineer's proposal dated March 29, 2019 (Proposal), which is attached hereto and made a part hereof. Final plans will be signed and sealed by a Louisiana Professional Engineer. The Engineer will provide technical specifications on the final plans and/or in a separate document.

The Engineer may proceed upon receipt of this Agreement after it has been fully executed. The Owner may terminate the Agreement by written notification and without cause per Section 7.0.

### 2.0 CHARACTER AND EXTENT OF BASIC SERVICES OF THE ENGINEER

#### 2.1 General

**2.1.1** Engineer shall provide for Owner professional engineering services of the Project to which this Agreement applies and as hereinafter provided to properly plan and execute the work on the project(s) assigned to the Engineer. These services will include, but will not be limited to, serving as Owner's professional engineering representative for the Project, providing professional engineering consultation and advice, and furnishing customary civil and structural engineering.

**2.1.2** In general the Project consists of the design services phases shown in the Proposal. As this project progresses, phases may be added to complement achieving a successful project.

**2.1.3** Services provided by the Engineer shall be performed in accordance with generally accepted professional engineering practice at the time and the place where the services are rendered.

**2.1.4** Engineer shall provide minutes of all meetings with St. Charles Parish.

**2.2** Final Engineering Design: Perform the services for final engineering design. Submit one paper copies and one PDF file of the construction documents at 90-percent and 100-percent complete phases to the Parish for review and comments. Based on the Parish's review comments, revise the construction documents as necessary.

### 3.0 SERVICES OF THE OWNER

**3.1** Provide full information as to the requirements of the Agreement.

**3.2** Assist the Engineer in planning and design services by placing at his disposal all existing plans, maps, field notes, statistics, computations and other data in its possession relative to existing facilities.

**3.3** Guarantee access to and make all provisions for the Engineer and his subconsultants to enter upon public property as required for performing the services.

### 4.0 COMPENSATION

**4.1** For performance of Basic Engineering as outlined in Section 2 above, the Owner shall authorize and pay the Engineer a not-to-exceed fee, based on the Standard Hourly Rate Schedule in the Proposal, and actual time and costs. The not-to-exceed fee is \$13,495.

- 4.2 If the Agreement is not completed for any reason, the final fee for basic engineering services shall be negotiated between Owner and Engineer as per Section 7.0.
- 4.3 The following documentation shall be required for payment to Engineer and shall be attached to the monthly invoice.
  - 4.3.1 A copy of the Owner's written authorization to perform the service.
  - 4.3.2 Timesheets for all hours invoiced.
  - 4.3.3 Invoice copies, logs or other substantiation of non-salary expenses.
- 4.4 For additional engineering and other services described in Section 5, Owner shall pay Engineer for the fee negotiated at the time the work is assigned by the method stipulated in the Agreement amendment.

## 5.0 CHARACTER AND EXTENT OF ADDITIONAL ENGINEERING

- 5.1 The Owner reserves the right to request Engineer to provide Additional Engineering and/or Additional Services described in Section 5, Paragraphs 5.1.1 through 5.1.2.9 inclusive. It is mutually understood that the Owner reserves the right to reevaluate any/all interested Engineering Firms concerning Additional Engineering or Additional Services as described in Section 5.0. The Owner shall issue written authorization to the Engineer to provide Additional Engineering and/or Additional Services prior to the performance of any Additional Engineering and/or Additional Services as described in Section 5, Paragraph 5.1 through 5.1.2.9 inclusive.
  - 5.1.1 Additional Engineering. Provide Additional Design Services, and Bidding Assistance, and Construction Engineering Services for a negotiated fee. The fee for Basic Engineering Services related to the design and construction for the associated work shall be negotiated at the time the work is assigned and this Agreement shall be amended to include that work in accordance with Section 4.0 of this Agreement.
  - 5.1.2 Additional Services. Furnish or obtain from others Additional Services of the following types. The fee for Additional Services shall be authorized at the time the work is assigned in accordance with Section 4.4 of this Agreement.
    - 5.1.2.1 Furnish survey personnel to lay out and stake out for construction, giving line locations and grade stakes at the required intervals.
    - 5.1.2.2 Prepare to and serve as an expert witness for the Owner in any litigation.
    - 5.1.2.3 Act as the Owner's representative in coordination of and be present during negotiations between Owner and other Governmental Bodies, Utility Companies, Transportation Companies, etc. (Prepare necessary data for such activities and review and make recommendations on data submitted by such agencies.)
    - 5.1.2.4 Services resulting from significant changes in the general scope, extent or character of the Agreement or its design including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents or are due to any other causes beyond Engineer's control as approved by Owner.
    - 5.1.2.5 Providing renderings or models for Owner's use.
    - 5.1.2.6 Preparing documents in addition to those furnished under Engineering Design and Construction Documents for alternate bids requested by Owner for Contractor's work which is not executed or documents for out-of-sequence work.

- 5.1.2.7 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property.
- 5.1.2.8 Assistance in connection with re-bidding or renegotiating contracts for construction, materials, equipment or services.
- 5.1.2.9 Provide technical consultation and advice on the completed project after the initial thirty (30) day start-up period.
- 5.1.2.10 Provide topographic surveying and/or permitting services.

## 6.0 OWNERSHIP OF DOCUMENTS

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

## 7.0 TERMINATION.

- 7.1 This Agreement may be terminated by either party upon thirty (30) days written notice.
- 7.2 The Engineer, upon receipt of such notice, shall immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 7.3 The Engineer shall, as soon as practicable after receipt of notice of termination, submit a statement showing in detail the services performed and payments received under this Agreement to the date of termination.
- 7.4 The Owner shall then pay the Engineer promptly that portion of the prescribed fee to which both parties agree.
- 7.5 Failure to meet agreed delivery dates or authorized extensions are considered substantial failures.

## 8.0 COMPLIANCE WITH LAWS AND ORDINANCES.

- 8.1 The Engineer hereby agrees to comply with all Federal, State and Local Laws and Ordinances applicable to the work or services under this Agreement.

## 9.0 SUCCESSORS AND ASSIGNS

- 9.1 Owner and Engineer each bind himself, his successors, executors, administrators and assigns to the other party to this Agreement, and to the successors, executors, administrators and assigns of each other party in respect to all covenants of this Agreement.

## 10.0 INSURANCE

- 10.1 The Engineer shall secure and maintain at his expense such insurance that will protect him and the Owner, from claims under Workmen's Compensation Acts and from claims for bodily injury, death or property damage which may arise from performance of services under this Agreement. Insurance for bodily injury or death shall be in the unencumbered amount of \$500,000.00 for one person and not less than \$1,000,000.00 for all injuries and/or deaths resulting from any one occurrence. The insurance for property damage shall be in the unencumbered amount of \$250,000.00 for each accident and not less than \$1,000,000.00 aggregate.

- 10.2 The Engineer shall also secure and maintain at his expense professional liability insurance in the unencumbered sum of \$500,000.00.
- 10.3 All certificates of insurance shall be furnished to the Owner and shall provide that insurance shall not be cancelled without ten (10) days prior written notice to the Owner. The Owner may examine the policies.
- 10.4 Engineer shall include all subcontractors and/or subconsultants as insured under its policies or shall furnish separate certificates for each. All coverages for subcontractors and/or subconsultants shall be subject to all the requirements stated herein.
- 10.5 St Charles Parish shall be named as an additional insured on general liability insurance policies.
- 10.6 For all purposes under Louisiana law, the principals of this Agreement shall be recognized as the statutory employer of all contract employees as provided in LSA-R.S. 23:1061.

## 11.0 GENERAL

- 11.1 The Engineer shall indemnify and save harmless the Owner 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 Engineer, its agent, servants or employees, while engaged upon or in connection with the services required or performed hereunder.
- 11.2 While in the performance of services or carrying out other obligations under this Agreement, the Engineer shall be acting in the capacity of the independent contractors and not as employees of the Owner. The Owner shall not be obligated to any person, firm or corporation for any obligations of the Engineer arising from the performance of their services under this Agreement. The Engineer shall be authorized to represent the Owner with respect to services being performed, dealing with other agencies and administrations in order to perform the services under this Agreement.
- 11.3 The Engineer warrants that he has not employed or retained any company or person other than a bona-fide employee working solely for the consultant, to solicit or secure this Agreement, and that they have not paid or agreed to pay any company or person other than bona-fide employees working solely for the consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability.
- 11.4 This Agreement being for the personal services of the Engineer shall not be assigned or subcontracted in whole or in part by the Engineer as to the services to be performed hereunder without the written consent of the Owner.
- 11.5 Should either party to this Agreement have to file suit in order to enforce the provisions of hereof, the losing party hereby agrees to pay the attorney's fees of the prevailing party.
- 11.6 No member of the Governing Body of the Owner and no other officer, employee or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out to the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 11.7 No member of the Governing Body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Agreement, and the Engineer shall take appropriate steps to assure compliance.
- 11.8 The Engineer covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the project area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Engineer further covenants that in the performance of this Agreement no person having any such interest shall be employed.

## 12.0 ACCESS TO SITE



12.1 Owner shall be fully responsible for obtaining the necessary access authorizations to allow Engineer, its agents, subcontractors and representatives, to have access to all areas of public and private property as required by Engineer in order to perform its services under this Agreement.

13.0 WARRANTY

- 13.1 Engineer warrants that it will perform its design services with the degree of skill and to the standard of care required of the engineering profession to meet all Federal, State and Local requirements
- 13.2 If Engineering Services designed by Engineer does not meet those requirements noted in 13.1 above, then to the extent that this occurs as a direct result of Engineer's failure to meet the standard of care in its design services, Engineer will indemnify the Parish for Engineer's share of the costs incurred to bring Engineering Services for project to the limitations mandated.
- 13.3 The obligations expressed in 13.1 and 13.2 in no way limits the Engineer's obligations expressed elsewhere in this Agreement.

14.0 EXCLUSIVE JURISDICTION AND VENUE

14.1 For all claims arising out of or related to this agreement, ENGINEER 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 (a) pleas of jurisdiction based upon ENGINEER'S residence and (B) right of removal to Federal Court based upon diversity of citizenship.

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

WITNESSES:

ST. CHARLES PARISH

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Larry Cochran  
Parish President

WITNESSES:

\_\_\_\_\_  
Constantine Nicoladis  
N-Y Associates, Inc.

\_\_\_\_\_

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2019-0114

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. \_\_\_\_\_

An ordinance approving the Intergovernmental Agreement with Pontchartrain Levee District for the continued maintenance and related drainage issues associated with the "Prescott Canal" and Montz area, St. Charles Parish, Louisiana.

**WHEREAS,** the Parish is commissioned with hurricane protection, flood control and drainage for the resident and commercial entitles located in St. Charles Parish; and,

**WHEREAS,** the Pontchartrain Levee District is commissioned with flood control and hurricane protection for the resident and commercial entities located with St. Charles Parish and other surrounding Parishes; and,

**WHEREAS,** the Pontchartrain Levee District entered into a permanent public servitude agreement with Lewis D. Prescott, duly recorded in the records of the Clerk of Court of St. Charles Parish at COB JJ, folio 475 on June 9, 1936, relative to the "Prescott Canal" located in Montz, St. Charles Parish; and,

**WHEREAS,** the Parish and the Pontchartrain Levee District recognize the benefit to the residents of St. Charles Parish of the continued maintenance of the Prescott Canal, Montz, Louisiana; and,

**WHEREAS,** the Parish and the Pontchartrain Levee District have reached an agreement as to the maintenance of the Prescott Canal where the Pontchartrain Levee District grants the Parish certain rights of ingress and egress to and from said servitude mentioned above as more fully described in the Intergovernmental Agreement Between the Pontchartrain Levee District and St. Charles Parish attached hereto to provide the services outlined in said Agreement; and,

**WHEREAS,** the Intergovernmental Agreement 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 Parish President is hereby authorized to execute the Intergovernmental Agreement between the Pontchartrain Levee District and St. Charles Parish attached hereto, 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 (5) days after publication in the Official Journal.

CHAIRMAN: \_\_\_\_\_

SECRETARY: \_\_\_\_\_

DLVD/PARISH PRESIDENT: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

PARISH PRESIDENT: \_\_\_\_\_

RETD/SECRETARY: \_\_\_\_\_

AT: \_\_\_\_\_ RECD BY: \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE PONTCHARTRAIN LEVEE DISTRICT  
AND ST. CHARLES PARISH**

This Intergovernmental Agreement is entered into on the dates hereinafter subscribed, by and between:

**THE PONTCHARTRAIN LEVEE DISTRICT  
BOARD OF COMMISSIONERS,**

a political subdivision created by the Louisiana Legislature, represented herein by RICKY BOSCO, its President, whose mailing address is declared to be Post Office Box 426, Litcher, Louisiana 70071, duly authorized by a Resolution of the Board of Commissioners adopted on the 19th day of November, 2018, a copy of which is attached hereto and made a part hereof (hereafter referred to as the "PLD"); and

**ST. CHARLES PARISH,**

a political subdivision of the State of Louisiana, represented herein by LARRY COCHRAN, its Parish President, whose mailing address is declared to be Post Office Box 302, Hahnville, Louisiana 70057, duly authorized pursuant to Ordinance No. \_\_\_\_\_, adopted by the St. Charles Parish Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, a copy of which is attached hereto and made a part hereof (hereafter referred to as the "Parish");

WITNESSETH:

NOW come the Pontchartrain Levee District, Board of Commissioners (PLD) and St. Charles Parish (PARISH), through their duly authorized representatives, who declare that they are availing themselves of the provisions of law, and they do hereby enter into this Intergovernmental Agreement (hereinafter "Agreement"), to assist Parish regarding drainage issues associated with Prescott Canal and Montz area, and who hereby agree as follows:

**WHEREAS**, PARISH is commissioned with hurricane protection, flood control and drainage for the residents and commercial entities located in St. Charles Parish, Louisiana;

**WHEREAS**, PLD is commissioned with flood control and hurricane protection for the residents and commercial entities located in the Parishes of East Baton Rouge, Iberville, Ascension, St. James, St. John the Baptist, and St. Charles, Louisiana;

**WHEREAS**, PLD entered into a permanent public servitude agreement with Lewis D. Prescott, duly recorded with the Clerk of Court and Recorder of Conveyances for the Parish of St. Charles, State of Louisiana, at COB JJ, folio 475, on the 9<sup>th</sup> day of June, 1936, relative to the "Prescott Canal" located in Montz, St. Charles Parish, Louisiana;

**WHEREAS**, PLD and PARISH recognize the benefit of continued maintenance of the Prescott Canal and related drainage features to benefit the residents, landowners, and businesses located in the Montz area of St. Charles Parish, Louisiana;

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. PLD grants unto the PARISH, its agents, representatives and employees, the right of ingress and egress to and from said servitudes described in the aforementioned agreement between Lewis D. Prescott and PLD, to maintain, repair, operate, patrol and/or replace a drainage channel, including all appurtenances thereto, solely in accordance with the terms of the servitude agreement.
2. PLD grants unto the PARISH, its agents, representatives and employees, ingress and egress for the maintenance of any connecting canals, and the parties further understand that any dredged material taken from said existing and/or connecting canals shall be placed on the embankment area of the said servitude.
3. PARISH agrees to undertake the activities set forth above in a safe and prudent manner and shall be responsible for any applicable permits and shall conform and adhere to all federal, state and local laws and ordinances in the completion of its work.

4. PARISH further agrees that PLD shall have no financial contribution or responsibility in this work, and the PARISH shall provide all equipment, manpower, and cost associated with the work set forth herein.
5. PARISH hereby recognizes the benefit and value being provided by this Agreement and does hereby agree to indemnify and hold harmless the Pontchartrain Levee District from any and all liability associated with the drainage project described hereinabove. The indemnity provision set forth herein shall survive any cancellation or the term of this Agreement.
6. Any notifications required under this Agreement shall be directed to the addresses set forth below, unless this Agreement is otherwise amended in writing:

**Pontchartrain Levee District**

Post Office Box 426  
Lutcher, Louisiana 70071

*With a copy to:*

Dwight D. Poirrier, APLC  
Attn: Dwight D. Poirrier  
Post Office Box 868  
Gonzales, LA 70707-0868

**St. Charles Parish**

Post Office Box 302  
Hahnville, LA 70057

*With a copy to:*

Director of Legal Services  
Post Office Box 302  
Hahnville, LA 70057

and

Director of Public Works  
Post Office Box 302  
Hahnville, LA 70057

7. PLD and PARISH further recognize that if either party seeks to enforce the provisions of this Agreement, venue and jurisdiction shall hereby be established in the 29<sup>th</sup> Judicial District Court in and for the Parish of St. Charles, State of Louisiana.

- 8. This Agreement is strictly between the parties hereto and shall not be assigned without the express written consent of both parties.
- 9. This Agreement is the entire and complete agreement between the parties. Any amendment to this Agreement must be in writing and approved by both parties.
- 10. If any provision of this Agreement shall be held invalid, the remaining provisions shall survive and be interpreted as if the invalid provision were not present in the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the dates shown below.

WITNESS:

Sign: [Signature]  
Print: Dwight D. Burns

Sign: [Signature]  
Print: Justine James

THE PONTCHARTRAIN LEVEE DISTRICT  
BOARD OF COMMISSIONERS:

By: [Signature]  
Ricky Bosco, President

DATE: 11-27-18

WITNESS:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

ST. CHARLES PARISH

By: \_\_\_\_\_  
Larry Cochran, Parish President

DATE: \_\_\_\_\_

### MOTION

A motion was offered by Commissioner Allen J. St. Pierre, Sr. and seconded by Commissioner Trey Granier for continued maintenance of Prescott Canal and related drainage features, located in Montz, St. Charles Parish, Louisiana, and to approve Ricky Bosco, President, to execute said agreement as recommended by committee on November 15, 2018.


The motion carried unanimously.

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### CERTIFICATE

I, Mel D. Bush, Secretary to the Board of Commissioners for the Pontchartrain Levee District do hereby certify that the above and foregoing is a true and correct copy of a motion adopted by the Board at a regular meeting held on the 19th day of November, 2018, at which a quorum was present.

LUTCHER, LOUISIANA, this 21<sup>st</sup> day of November, 2018.

  
 \_\_\_\_\_  
 Mel D. Bush, Secretary

**2019-0115**

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

**ORDINANCE NO. \_\_\_\_\_**

An ordinance to amend the 2019 Consolidated Operating and Capital Budget, Amendment No. 2, to add expenditures totaling \$2,056,591 for the Roads and Drainage Fund – Fund 112 for DOTD Highway 90 Compliance Repairs and for the Ormond Oaks Drainage Improvement Project 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 amended January 22, 2019 by Ordinance 19-1-9; January 24, 2019 by Executive Order No. 2019-01; February 20, 2019 by Executive Order 2019-02; March 20, 2019 by Executive Order 2019-03; 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	Projected Actual Result at Year End	% Change Last Adopted vs Projected Actual
<b>REVENUES:</b>							
Taxes:							
Ad Valorem taxes	\$ 25,346,617	\$ 24,690,000	\$ 24,690,000	\$ 25,609,351	\$ 50,996	\$ 25,660,347	3.93%
Sales taxes	33,617,358	33,413,991	33,413,991	13,410,501	20,369,526	33,780,027	1.10%
Other taxes	1,566,911	1,516,000	1,516,000	525,186	1,052,814	1,578,000	4.09%
Licenses and permits	1,334,238	1,308,750	1,308,750	1,250,219	81,431	1,331,650	1.75%
Intergovernmental revenues	11,404,516	11,523,860	22,405,560	3,527,620	18,675,537	22,203,157	-0.90%
Fees, charges, and commissions	1,222,450	1,181,100	1,181,100	654,939	493,706	1,148,645	-2.75%
Fines and forfeitures	1,042,423	1,168,310	1,168,310	487,942	534,393	1,022,335	-12.49%
Investment earnings	1,022,931	904,570	904,570	679,621	912,779	1,592,400	76.04%
Miscellaneous	1,130,945	1,186,919	2,858,728	2,623,230	516,313	3,139,543	9.82%
<b>Total Revenues</b>	<b>77,688,389</b>	<b>76,893,500</b>	<b>89,447,009</b>	<b>48,768,609</b>	<b>42,687,495</b>	<b>91,456,104</b>	
<b>EXPENDITURES:</b>							
Personal Services	29,687,982	34,229,833	34,234,869	14,462,332	16,560,844	31,023,176	-9.38%
Operating Services	11,522,450	14,068,761	14,115,493	4,693,060	8,760,863	13,453,923	-4.69%
Materials & Supplies	4,760,321	5,250,470	5,278,970	2,022,848	3,285,495	5,308,343	0.56%
Other Charges	(16,988)	815,020	809,520	226,260	558,635	784,895	-3.04%
Debt Service	2,118,646	2,577,794	2,577,794	2,206,250	370,292	2,576,542	-0.05%
Capital Outlay	18,457,279	36,013,866	66,000,270	5,900,451	64,688,014	70,588,465	6.95%
Intergovernmental	4,784,461	8,219,882	8,216,870	1,952,159	2,548,962	4,501,121	-45.22%
<b>TRANSFERS</b>							
<b>Total Expenditures</b>	<b>71,314,151</b>	<b>101,175,626</b>	<b>131,233,786</b>	<b>31,463,360</b>	<b>96,773,105</b>	<b>128,236,465</b>	
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>6,374,238</b>	<b>(24,282,126)</b>	<b>(41,786,777)</b>	<b>17,305,249</b>	<b>(54,085,610)</b>	<b>(36,780,361)</b>	
<b>OTHER FINANCING SOURCES (USES):</b>							
Transfer in	894,532	3,569,917	19,116,246	1,006,563	16,320,238	17,326,801	-9.36%
Transfer out	(2,299,479)	(4,949,337)	(4,949,337)	(2,006,563)	(16,745,966)	(18,752,529)	278.89%
Proceeds from the sale of assets	85,628	1,000	1,000	42,293	1,474	43,767	4276.70%
Issuance of Refunding Bond	15,000,000	-	-	-	-	-	0.00%
Premium (Discount) on Debt Issued	1,115,482	-	-	-	-	-	0.00%
<b>Total Other Financing Sources</b>	<b>14,796,163</b>	<b>(1,378,420)</b>	<b>14,167,909</b>	<b>(957,707)</b>	<b>(424,254)</b>	<b>(1,381,961)</b>	
Net change in Fund Balance	21,170,401	(25,660,546)	(27,618,868)	16,347,542	(54,509,864)	(38,162,322)	
Fund Balance -Beginning	81,571,267	65,178,011	78,315,870			102,741,668	
<b>Fund Balance - Ending</b>	<b>\$ 102,741,668</b>	<b>\$ 39,517,465</b>	<b>\$ 50,697,002</b>			<b>\$ 64,579,346</b>	

**2019-0116**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to amend the St. Charles Parish Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-1A(M) on Lot 9, Block M, Townsite of Paradis as requested by Olivia Zeringue.

**WHEREAS**, the property owner requests rezoning the property from C-2 to R-1A(M); and,

**WHEREAS**, the St Charles Parish Department of Planning and Zoning recommended Approval of the request; and,

**WHEREAS**, the St. Charles Parish Planning and Zoning Commission recommended Approval of the request at its regular meeting of April 4, 2019.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** St. Charles Parish hereby approves an ordinance amending the Zoning Ordinance of 1981, to change the zoning classification from C-2 to R-1A(M) on Lot 9, Block M, Townsite of Paradis as requested by Olivia Zeringue.

**SECTION II.** That the St. Charles Parish Department of Planning and Zoning is authorized to amend the Official Zoning Map, St. Charles Parish, Louisiana to reflect this reclassification from C-2 to R-1A(M) on Lot 9, Block M, Townsite of Paradis as requested by Olivia Zeringue.

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: \_\_\_\_\_

**RECOMMENDATIONS AT A GLANCE**

2019-4-R requested by Olivia Zeringue to change the zoning classification from C-2 to R-1A(M) on Lot 9, Block M, Paradis Townsite, approximately 5,000 square feet at 15296 Hwy. 90, Paradis. Council District 4.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

2019-0117

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the St. Charles Parish Code of Ordinances, Appendix C. St. Charles Parish Subdivision Regulations of 1981, Section IV. Design standards. Paragraph D. Drainage. 2. Roadside Drainage. a. Subsurface Drainage to specify a certain type of stormwater inlet for roadside drainage.

WHEREAS, a high-capacity curb inlet is effective for collecting stormwater at the roadside; and,

WHEREAS, the Public Works Department recommends that the St. Charles Parish Subdivision regulations be revised to require high-capacity curb inlets in new subdivisions; and,

WHEREAS, the Public Works Department recommends adding the following sentence to Section IV, Paragraph D.2.a of the St. Charles Parish Subdivision regulations: "The type of catch basin shall be a curb inlet as manufactured by East Jordan Iron Works, Model V-4302, or approved equal"; and,

WHEREAS, the St. Charles Parish Council wishes to enact standards that are easy to understand and help improve stormwater drainage.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix C. Section IV. Design standards. Paragraph D. Drainage. 2. Roadside Drainage. a. Subsurface Drainage. is hereby amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

a. Subsurface Drainage. Catch basins shall be spaced to limit the spread of water to four (4) feet into the roadway during the design storm and to limit the maximum flow entering them to one point five (1.5) cubic feet per second in subsurface curb and gutter drainage systems. The maximum spacing of catch basins shall be 60 feet unless modified by the Director of Public Works. Where curb and gutter is not used the spacing between inlets will not be greater than forty (40) feet apart, unless modified by the Director of Public Works when it is deemed to be in the best interest of the parish drainage system. The type of catch basin shall be a curb inlet as manufactured by East Jordan Iron Works, Model V-4302, or approved equal.

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: \_\_\_\_\_

**RECOMMENDATIONS AT A GLANCE**

2019-3-ORD requested by Larry Cochran, Parish President to amend the Subdivision Regulations to add a standard for roadside drainage facilities.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

2019-0118

INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. \_\_\_\_\_

An ordinance to amend the St. Charles Parish Subdivision Regulations of 1981, Section II. Subdivision Procedure to eliminate restrictive scale and page size requirements for Preliminary and Final Plats at paragraph E. Preliminary Plat Requirements. 2. Mandatory Submission Requirements. c. and E. Preliminary Plat Requirements. 4. Preliminary Plat Procedure. a. Submission Procedure., and G. Final Plat Requirements. 2. Mandatory Submission Requirements.

WHEREAS, the Subdivision Regulations of 1981 require major subdivisions to be drawn at a 1 inch = 100 scale on paper measuring 24 inches by 36 inches at Preliminary Plat and Final Plat; and,

WHEREAS, these requirements are unnecessary and sometimes even cause problems for developers, surveyors, and planning staff; and,

WHEREAS, the St. Charles Parish Council wishes to require that plats are easy to create, read, and file by eliminating the requirements.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Code of Ordinances, Appendix C, Section II. Subdivision procedure. E. Preliminary Plat Requirements. 2. Mandatory Submission Requirements. c. is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

A title block containing the subdivision name, location of the property, a true north arrow, and ~~the required scale for the preliminary plat, both written and graphic. The preliminary plat shall be drawn to a legible scale of one (1) inch equals one hundred (100) feet for a subdivision of one hundred and sixty (160) acres and less. If the subdivision contains more than one hundred and sixty (160) acres, the preliminary plat may be drawn to a scale of one (1) inch equals two hundred (200) feet.~~

SECTION II. That the Code of Ordinances, Appendix C, Section II. Subdivision procedure. E. Preliminary Plat Requirements. 4. Preliminary Plat Procedure. a. is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

Submission Procedure. An application for subdivision approval and the Preliminary Plat shall be submitted to the Director of Planning and Zoning from the record owner(s) of the property being subdivided. If the property is in the name of a corporation, a resolution authorizing the subdivision or authorizing an individual to request such approval shall be submitted. A PDF file and five (5) original ~~full-size (24" x 36")~~ copies of the Preliminary Plat shall accompany the application. Upon submission, the Preliminary Plat shall be stamped with the date of filing, and with an acknowledgment that the required filing fees have been paid.

SECTION III. That the Code of Ordinances, Appendix C, Section II. Subdivision procedure. G. Final Plat Requirements. 2. Mandatory Submission Requirements. is amended as follows, with additional text in underline and deleted text in ~~strikethrough~~:

Mandatory Submission Requirements. The Final Plat shall conform to the laws of the State of Louisiana governing surveying, platting, and subdivision of land. The Final Plat shall be drawn at a legible scale and in black, waterproof ink on #20 bond paper or equivalent. ~~The scale shall be one (1) inch equals one hundred (100) feet.~~ When required, the Final Plat may be on several sheets. ~~The size of each sheet shall be no larger than twenty-four (24) by thirty-six (36) inches.~~ If multiple sheets are required, an index sheet of the same dimensions shall be filed showing the entire subdivision on one (1) sheet; any such index sheet shall contain a north arrow, scale, and date. Five (5) such copies of the Final Plat shall be furnished with the submission. The Final Plat shall contain the following information:

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: \_\_\_\_\_

**RECOMMENDATIONS AT A GLANCE**

2019-4-ORD requested by Larry Cochran, Parish President to amend the Subdivision Regulations to remove requirements for specific paper sizes and scales for subdivision plats.

**Planning Department Recommendation:**

Approval

**Planning Commission Recommendation:**

Approval

**2019-0119**

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

**ORDINANCE NO.** \_\_\_\_\_

An ordinance to approve and authorize the execution of an Agreement with the St. Charles Parish Department of Community Services and the St. Charles Parish School Board for a Summer Food Service Program from June 3, 2019 through July 11, 2019.

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

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

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

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

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

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

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

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

This agreement is made and entered into as of the 20th day of March, 2019, by and between the: ST. CHARLES PARISH COUNCIL, herein represented by Lawrence H. Cochran, President, duly authorized by Ordinance No. \_\_\_\_ dated \_\_\_\_, 2019 hereinafter referred to as "Council" and the ST. CHARLES PARISH SCHOOL BOARD, herein represented by Felecia Gomez-Walker, Superintendent, duly authorized by action of the St. Charles Parish School Board, dated March 20, 2019, hereinafter referred to as "School Board."

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

1. The School Board hereby grants to the Council, for the period of June 3, 2019 through July 11, 2019, (total of 23 days) the use and control of the kitchen and cafeteria of Carver Early Learning Center, Luling Elementary School, and St. Rose Elementary School. The Council shall have the use of the property for a fee of \$0.15 per lunch meal served during the approved dates for the Summer Food Service Program, payable no later than August 2, 2019, to St. Charles Parish Child Nutrition Department. To verify the number of lunches served, the Council shall submit with payment a copy of all SFSP-120 reimbursement forms submitted to the Louisiana Department of Education, Division of Nutrition Assistance.
2. The Council agrees to:
  - A. Use the above described property only for the Summer Food Service Program. Such use is not to be contrary to present or future School Board policies, rules, and regulations for the use of school grounds and facilities, including prohibition of the sale or consumption of any alcoholic beverages on the property.
  - B. Accept in the present condition and subject to any servitude above described property.

- C. Obtain written consent of the School Board for any alterations of the building and keep the School Board informed of the condition of the facilities.
  - D. Properly maintain the property, which said maintenance includes keeping area clean, neat, and in sanitary condition, all at the expense of the Council.
  - E. Pay \$3,028.00 as reimbursement for utilities and other costs arising out of use of the property to be leased and \$18,183.41 as reimbursement for operational costs for buses and drivers used to transport eligible participants of the Summer Food Service Program.
  - F. Provide to the School Board, its staff and students, full access to and right to use any portion of the said property as necessary for the educational programs of the School Board.
  - G. Post the necessary signs setting out all rules and regulations under which the property may be used; include on the signs that "This facility is leased from the St. Charles Parish School Board by the St. Charles Parish Council who funds its operation from June 3, 2019 through July 11, 2019 through the Summer Food Service Program."
  - H. Provide that its use of this property shall not interfere with the adjacent property owned and controlled by the School Board.
  - I. The leased property shall be used only for the Summer Food Service Program and under the direction and supervision of the St. Charles Parish Council during the time that it is not being used for School Board purposes.
  - J. The Council at its sole cost and expense will employ a cafeteria manager or technician at each location who worked during the school year as a food service manager or technician for the School Board.
3. The School Board agrees to provide reasonable access to the property.
4. General Obligations:
- A. In connection with any use or presence on said property by the School Board, as provided within this agreement, the School Board assumes responsibility for and shall indemnify and hold the Council harmless and defend the Council or the School Board, expenses, attorneys' fees, damages, claims and judgments for any loss of life or injury or damage to persons or property arising from, or growing out of, the negligent acts or omissions of the School Board, its agents or employees, solely or in conjunction with a third person.
  - B. Except as stated above, the Council assumes the responsibility for and shall indemnify and hold the School Board harmless and defend the School Board from

all losses including claims for injuries to employees of the Council or of the School Board, expenses, by reason of any act or omission of the Council, its agents or employees, solely or in conjunction with a third person by reason of its use and control of the property described herein.

- C. The Council assumes sole responsibility for and agrees to indemnify, hold harmless, and defend the School Board from and against all claims, including any and all claims or liens for labor services or material, actions or legal proceedings arising, in whole or in part, from the establishment, and operation of the Summer Food Service Program.
- D. Notwithstanding anything to the contrary contained in this section, the Council assumes responsibility for the operations of the Summer Food Service Program and the School Board will not be responsible for damage or injury caused by its operations or the consequences thereof, and further, except as provided in paragraph 4-A, the Council binds and obligates itself to defend, hold harmless and indemnify the School Board against any loss, damage, injury, or claim asserted by any third party by reason of any happening whatsoever on or about the premises.
- E. Council shall at its sole cost and expense, but for the mutual benefit of both Council and the School Board, maintain:
  - (1) personal injury and property damage liability insurance, including coverage for contractual liability against claims for bodily injury, death, or property damage, with policy limits of not less than \$1,000,000 combined single limit per occurrence and not less than \$2,000,000 general aggregate or an amendment that the policy aggregate limit equal to at least policy limit apply per premises used or occupied as part of this agreement, and
  - (2) comprehensive business automobile liability insurance against claims for bodily injury, death, or property damage, with limits of not less than \$1,000,000 combined single limit per occurrence for the use of owned, hired and non-owned vehicles. Upon execution of this agreement and thereafter not less than thirty days prior to the expiration dates of the expiring policies heretofore furnished pursuant to this agreement, Council shall provide satisfactory evidence to the School Board of payment of the insurance premiums. Each such policy or certificate therefore issued by the insurer shall contain to the extent obtainable an agreement by the insurer that such policy shall not be canceled without at least ten (10) days prior written notice to the School Board.

(3) Louisiana statutory workers' compensation coverage and employer's liability with a limit of not less than five hundred thousand (\$500,000) dollars with a waiver of subrogation in favor of the School Board.

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

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

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

WITNESSES:

_____	ST. CHARLES PARISH COUNCIL
_____	_____
	Lawrence H. Cochran, Parish President

DATE: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH PUBLIC SCHOOLS  
  
\_\_\_\_\_  
Felecia Gomez-Walker, Superintendent

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

ST. CHARLES PARISH SCHOOL BOARD  
  
\_\_\_\_\_  
Dennis J. Naquin, Board President

DATE: \_\_\_\_\_

**2019-0120**

**INTRODUCED BY: LARRY COCHRAN, PARISH PRESIDENT  
(DEPARTMENT OF PLANNING & ZONING)**

**ORDINANCE NO. \_\_\_\_\_**

An ordinance approving and authorizing the execution of an Act of Dedication and approval of the Final Plat for St. Paul Place Subdivision.

**WHEREAS,** JCJR Enterprises LLC, requests Final Plat Approval for St. Paul Place, as shown on plan by Stephen P. Flynn titled Final Plan St. Paul Place dated March 27, 2019 and revised April 5, 2019; and,

**WHEREAS,** the developer also requests acceptance of improvements through an Act of Dedication; and,

**WHEREAS,** St. Paul Place has been constructed in accordance with the St. Charles Parish Subdivision Regulations of 1981, as amended, with waivers from the geometric standards regarding lots and streets authorized by Resolution No. 6357 of the Parish Council; and,

**WHEREAS,** the developer has submitted all required documents and paid required fees.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That the Act of Dedication and Final Plat submitted by JCJR Enterprises for St. Paul Place, are hereby approved and accepted.

**SECTION II.** That the Parish President is hereby authorized to execute the Act of Dedication and Final Plat for St. Paul Place 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: \_\_\_\_\_

**ACT OF DEDICATION**

**UNITED STATES OF AMERICA**

**BY: JCJR ENTERPRISES, LLC**

**STATE OF LOUISIANA**

**TO: PARISH OF ST. CHARLES**

**PARISH OF ST. CHARLES**

**BE IT KNOWN**, that on this \_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord two thousand and nineteen (2019),

**BEFORE ME**, the undersigned authority, a Notary Public duly commissioned and qualified in and for the aforesaid Parish and State, therein residing, and in the presence of the two competent witnesses hereinafter named and undersigned,

**PERSONALLY CAME AND APPEARED:**

**JCJR ENTERPRISES, LLC**, a Louisiana limited liability company appearing herein by and through Joel T. Chaisson, II, duly authorized as evidenced by the Certificate of Authority dated April 1, 2019, which is attached hereto and which is issued in accordance with the Articles of Organization which are on file with the Louisiana Secretary of State.

Who after being duly sworn, declared unto me, Notary, that it is the owner of a certain tract of real property situated on the East Bank of St. Charles Parish, which lands are designated as ST. PAUL SUBDIVISION, described as follows:

Resubdivision of UPD-1 and Parcel A of Tract C of Plantation Business Campus into lots herein designated as Lots 1, 2, 3, 4, 5, 6, 7, & 8, St. Paul Place. Situated in Section 4, T-13-S, R-8-E, Destrehan, St. Charles Parish, Louisiana.

JCJR ENTERPRISES, LLC further declared unto me that it has caused that portion of the above property designated as ST. PAUL PLACE on the survey by Stephen P. Flynn., PLS, dated March 27, 2019, and revised on April \_\_\_\_, 2019, to be laid out in lots on the plan of survey and/or resubdivision referred to above, a copy of which is attached and made part hereof; and

JCJR ENTERPRISES, LLC further declared unto me, Notary, that on the aforesaid plan of resubdivision it has laid out a certain street within ST. PAUL PLACE which is named and identified in accordance with the annexed plan of Stephen P. Flynn., PLS, dated March 27, 2019, and revised on April \_\_\_\_, 2019, as St. Paul Place and within which said street the water, sewer, drainage and street light infrastructure lies and all of which improvements is herein dedicated to St. Charles Parish. Also by this Act, JCJR ENTERPRISES, LLC does hereby create the street identified below as being a part of ST. PAUL PLACE, the description of which street is as follows, to-wit:

That piece or portion of ground being the St. Paul Place right of way of St. Paul Place. Situated in Section 4, T-13-S, R-8-E, Destrehan, St. Charles Parish, Louisiana per a subdivision plat entitled "Final Plat St. Paul Place" by Stephen P. Flynn, P.L.S. dated March 27, 2019 and revised on April \_\_\_, 2019, and being more fully described as follows:

Commence at a point being the north right of way of LA Highway 48 and the line between Section 3 and Section 4.

Thence proceed in a northeasterly direction along the line between Section 3 and Section 4 a bearing of N20°27'11"E a distance of 1392.89' to a point;

#### **The Point of Beginning**

Thence proceed in a northeasterly direction along the west right of way of St. Paul Place and the east line of Red Church Plantation Estates Phase 3 a bearing of N20°27'11"E a distance of 1043.29' to a point;

Thence proceed in a southeasterly direction along the north right of way of St. Paul Place and the south line of Lot 8 a bearing of S68°06'04"E a distance of 64.19' to a point;

Thence proceed along the east right of way of St. Paul Place being the west line of Lots 8 and 7 along a non-tangent curve to the right with a radius of 48.00', a curve length of 140.99' and a chord bearing of S15°35'51"W a distance of 95.50' to a point;

Thence proceed in a southwesterly direction along the east right of way of St. Paul Place and the west line of Lots 7 & 6 a bearing of S21°06'52"W a distance of 189.17' to a point;

Thence proceed in a southwesterly direction along the east right of way of St. Paul Place and the west line of Lots 6, 5, 4, 3, & 2 a bearing of S21°42'16"W a distance of 459.14' to a point;

Thence proceed in a southwesterly direction along the east right of way of St. Paul Place being the west line of Lot 2 along a tangent curve to the left with a radius of 105.00', a curve length of 42.04' and a chord bearing of 209°37'21"W a distance of 41.76' to a point;

Thence proceed in a southwesterly direction along the east right of way of St. Paul Place being the west line of Lot 2 along a tangent curve to the right with a radius of 154.27', a curve length of 84.23' and a chord bearing of S13°47'36"W a distance of 83.18' to a point;

Thence proceed in a southwesterly direction along the east right of way of St. Paul Place and the west line of Lots 1 & 2 a bearing of S29°26'03"W a distance of 178.04' to a point;

Thence proceed in a northwesterly direction along the south right of way of St. Paul Place and the north line of Lot HH a bearing of N63°02'55"W a distance of 46.76' to a point;



### The Point of Beginning

The said appearer further declared unto me, Notary, that under the covenants, conditions, and stipulations hereinafter recited it does, by these presents, dedicate in fee simple title to St. Charles Parish, the said St. Paul Place and within which street the water, sewer, drainage and street light infrastructure lies and all of which improvements, as hereinabove described and, all as shown on the annexed plan by Stephen P. Flynn., PLS, dated March 27, 2019, and revised on April \_\_\_\_, 2019, to the public use, unto and in favor of the Parish of St. Charles, the inhabitants of the Parish of St. Charles, and to the public in general.

The said appearer further declared unto me, Notary that the aforesaid dedication and grant of servitude are subject to all of the following terms and conditions, to-wit:

1. The dedication of the fee ownership of the property covered by the street identified hereinabove as St. Paul Place, only as far as said street is located within the ST. PAUL PLACE.
2. The appearer does hereby reserve all rights of ownership to all of the oil, gas and other minerals in, on and under the property covered and affected by the aforesaid dedication of ST. PAUL PLACE, and the utility and drainage servitudes granted herein. In that connection the appearer does however, agree to prohibit the use of any part of the surface of any of the property covered by St. Paul Place and the servitudes granted herein with respect to the exploration, development or production of minerals pursuant to this reservation. This reservation is made in accordance with the appearer's plan and intention to impose a restriction on the entire subdivision against any use of the surface of any lot for the exploration, development or production of minerals.
3. The herein dedication of the street and grant of servitudes for utility and drainage purposes are made by the appearer without any warranty whatsoever, except as provided herein.
4. Appearer warrants that all servitudes and streets have been placed within the servitudes granted herein.
5. The Parish must bind and obligate itself not to use the property dedicated herein for street purposes in any manner which would be inconsistent with or detrimental to such use as a public street. The Parish must further bind and obligate itself to use the utility and drainage servitudes granted herein only for utility and drainage purposes.
6. This dedication and grant are conditioned upon St. Charles Parish maintaining and policing the street dedicated herein, and maintaining the various utility and drainage facilities within the various utility and drainage servitude areas.
7. The grant herein of various servitudes for utility and drainage purposes is not exclusive and the appearer reserves the right to use or grant any other rights with respect to said property not inconsistent with the aforesaid servitude grants. The aforesaid grants of servitude for utility and drainage purposes shall not be utilized so as to unreasonably interfere with or impair ingress and egress from the street dedicated herein to any of the lots in the ST. PAUL PLACE.
8. The dedication and grant made herein are made subject to any existing servitudes affecting the ST. PAUL PLACE, such as by way of illustration but not limitation, pipeline servitudes and levees.
9. The herein dedication and grant shall inure to the benefit of St. Charles Parish or any successor governmental body of St. Charles Parish, which shall be bound by all of the terms and conditions hereof.
10. Appearer warrants that the herein dedication of the street and grant of servitudes are free of any liens and/or encumbrances and that no lots in ST. PAUL PLACE have been sold or alienated prior to the date hereof.

AND NOW, to these presents, personally came and intervened:

**ST. CHARLES PARISH**, herein appearing through Larry Cochran, Parish President, duly authorized by virtue of Ordinance of said Parish adopted on \_\_\_\_\_, a certified copy of which is annexed hereto and made part hereof,

and said St. Charles Parish does hereby accept, approve and ratify there herein dedication and grant under all of the terms and conditions as contained hereinabove, and does also hereby acknowledge that the construction of the street in said subdivision dedicated herein has been satisfactorily completed in accordance with all requirements, and that all utility and drainage facilities in ST. PAUL PLACE have been likewise satisfactorily completed in accordance with all requirements, and St. Charles Parish does hereby accept the said street and utility and drainage facilities and assumes the maintenance thereof.

**THUS DONE AND PASSED**, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

JCJR ENTERPRISES, LLC

BY:

\_\_\_\_\_

NAME: JOEL T. CHAISSON, II

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
**NOTARY PUBLIC**  
**ROBERT L. RAYMOND**  
**LSBA BAR NO. 11408**

**THUS DONE AND PASSED**, in triplicate originals, in my office on the day, month and year herein first above written, in the presence of the undersigned competent witnesses, who hereunto sign their names with the said appearer and me, Notary, after reading of the whole.

WITNESSES:

ST. CHARLES PARISH

BY:

\_\_\_\_\_

NAME: LARRY COCHRAN

PARISH PRESIDENT

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
**NOTARY PUBLIC**  
**ROBERT L. RAYMOND**  
**LSBA BAR NO. 11408**

