St. Charles Parish

Meeting Agenda

Parish Council

Agenda

St. Charles Parish Courthouse
15045 Highway 18
P.O. Box 302
Hahnville, LA 70057
985-783-5000
scpcouncil@st-charles.la.us
http://www.stcharlesparish-la.gov

Council Chairman Wendy Benedetto
Councilmembers Carolyn K. Schexnaydre, Snookie Faucheux, Terrell D. Wilson, William Billy Woodruff, Paul J. Hogan, Larry Cochran, Traci A. Fletcher, Julia Fisher-Perrier

Monday, June 17, 2013 **6:00 PM** **Council Chambers, Courthouse**

Final

CALL TO ORDER

PRAYER

Pastor Timothy Lawson
St. Charles United Methodist Church

PLEDGE

Pastor Timothy Lawson
St. Charles United Methodist Church

APPROVAL OF MINUTES

Regular Meeting - May 20, 2013
Regular Meeting - June 3, 2013

SPECIAL BUSINESS (PROCLAMATIONS, CANVASS RETURNS, ETC.)

1 **2013-0212** (6/17/2013, Hogan)
Proclamation: Catfish Festival

REPORTS (FINANCE AND ADMINISTRATIVE ACTIVITIES)

2013-0218 (6/17/2013, Cochran)
Emergency Preparedness Director Ronald Perry - Hurricane Update

2013-0219 (6/17/2013, St. Pierre, Jr.)
Parish President Remarks/Report

ORDINANCES/RESOLUTIONS INTRODUCED FOR PUBLICATION/PUBLIC HEARING

Monday, July 1, 2013, 6:00 pm, Council Chambers, Courthouse, Hahnville

2 **2013-0220** (6/17/2013, Hogan)

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on Ayo Lane in Paradis to five (5) miles per hour.

Legislative History

6/17/13	*Council Member(s)*	*Introduced*

ORDINANCES SCHEDULED FOR PUBLIC HEARING (INTRODUCED AT PREVIOUS MEETING)

3 **2013-0199** (6/3/2013, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for Building Code Plan Review and Inspections.
Revised Version of Agreement - Page 8

Legislative History

6/3/13	*Parish President*	*Introduced*
6/3/13	*Parish Council*	*Publish/Scheduled PH*

14 **2013-0206** (6/3/2013, St. Pierre, Jr., Department of Public Works)

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and K V Enterprises, LLC (K V Landfill) for Storm Debris Disposal, Parish Project No. P130302.

Legislative History

6/3/13	*Parish President*	*Introduced*
6/3/13	*Parish Council*	*Publish/Scheduled PH*

29 **2013-0207** (6/3/2013, St. Pierre, Jr., Department of Planning & Zoning)

An ordinance to repeal and replace Chapter 22.5, Article II, Taxicabs, to adopt new regulations for the issuance of Taxicab Licenses (Certificates of Public Need and Convenience) in St. Charles Parish.

Legislative History

6/3/13	*Parish President*	*Introduced*
6/3/13	*Parish Council*	*Publish/Scheduled PH*

43 **2013-0208** (6/3/2013, Hogan, Schexnaydre)

An ordinance directing the Parish Administration to expeditiously begin the process to fast-track the design and construction of 1) a replacement bulkhead and any other necessary related improvements in Des Allemands along Bayou Des Allemands between the Sunset Drainage District Levee (SDD) and a point toward the north to be identified during the design phase, 2) a certifiable floodwall along Badeaux Lane East with a floodgate crossing LA 306 with the floodwall tying into the SDD levee on each end, 3) a hump in Highway 90 with associated improvements in the immediate vicinity of the Paradis Canal to elevate the SDD levee from just south of Highway 90 to a point to be determined toward the north adjacent to LA 631, and 4) the raising of the crown of the SDD to the proposed Base Flood Elevations (BFE's) or higher elevations as may be needed, with these improvements being necessary to provide closure and flood protection to the District at an elevation at or above the proposed DFIRM BFE's in order to assist in the efforts to reduce the proposed BFE's in addition to simultaneously reducing the risk of flooding to the SDD; with funding to be provided for out of the Westbank Hurricane Protection Levee, Fund 310.

Legislative History

6/3/13	*Council Member(s)*	*Introduced*
6/3/13	*Parish Council*	*Publish/Scheduled PH*

46 **2013-0209** (6/3/2013, Hogan)

An ordinance directing the Parish President to execute an Intergovernmental Agreement with the Sunset Drainage District to provide for an operating subsidy for fiscal year 2013 for the operation and maintenance of the District's drainage system in the amount of $282,307.00 with funding from the General Fund.

Legislative History

6/3/13	*Council Member(s)*	*Introduced*
6/3/13	*Parish Council*	*Publish/Scheduled PH*

48 **2013-0210** (6/3/2013, Hogan)

An ordinance directing the Parish Administration to immediately begin the process provided for in R.S. 34:843 in having the owner of the sunken vessel Pretty Boy, located in the Scenic Waterway Bayou Des Allemands, be notified to provide a plan to timely raise the vessel; and directing the Parish Administration, with general funds, to raise and dispose of the vessel, in accordance with the provisions of the revised statute should the owner fail to submit a timely plan in accordance with the time provisions in revised statute or fails to have the vessel raised in accordance with the time provision approved by the Parish in the owner's plan, should one have been submitted and approved; and in the case of the Parish having to raise and dispose of the vessel, directing the Parish Administration to seek reimbursement in accordance with the provisions of the revised statute or other methods available to recoup any and all cost expended by the Parish relating to the vessel's removal as may be allowed by law.

Legislative History

6/3/13	*Council Member(s)*	*Introduced*
6/3/13	*Parish Council*	*Publish/Scheduled PH*

62 **2013-0211** (6/3/2013, St. Pierre, Jr., Department of Public Works)

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P081102-4 Dunleith Canal Stabilization - Phase 3 to increase the contract time by thirty (30) days.

Legislative History

6/3/13	*Parish President*	*Introduced*
6/3/13	*Parish Council*	*Publish/Scheduled PH*

APPOINTMENTS

2013-0147 (4/22/2013)

A resolution to appoint a member to the Planning & Zoning Commission as the District III Representative.

Council Chairman will accept nomination from the District III Councilmember to fill the vacancy created by the expiration of the term of Mr. John R. Gibbs. Four (4) year term to begin May 31, 2013 and expire May 31, 2017. [Deferred from the June 3, 2013 Parish Council Meeting]

Legislative History

5/18/09	*Parish Council*	*Enacted Legislation*

Mr. John R. Gibbs appointed to the Planning & Zoning Commission on May 18, 2009, per Resolution No. 5646
Term: May 31, 2009 - May 31, 2013

4/22/13	*Parish Council*	*Vacancy Announced*
5/6/13	*Parish Council*	*Deferred*
5/20/13	*Parish Council*	*Deferred*
6/3/13	*Parish Council*	*Deferred*

65 **2013-0045** (2/18/2013)

A resolution appointing a member to the Sunset Drainage District.

Council will confirm appointment of Mr. Curlis J. Matherne. Five (5) year term to begin May 9, 2013 and expire May 9, 2018.

Legislative History

5/5/08	*Parish Council*	*Enacted Legislation*

Mr. Curlis J. Matherne appointed to the Sunset Drainage District on May 5, 2008, per Resolution No. 5545
Term: May 9, 2008 - May 9, 2013

2/18/13	*Parish Council*	*Authorized*
4/22/13	*Parish Council*	*Authorized*
6/12/13	*Parish Council*	*Correspondence Received*

from Mr. L. J. Frickey, signatures for Mr. Curlis J. Matherne have been reviewed and confirmed to have enough signatures to meet the requirements - Section 1608 of Title 38 of the Louisiana Revised Statutes

2013-0213 (6/17/2013)

Council Appointment to the River Region Caucus.

On July 1, 2013, Council Chairman will accept nomination to fill the vacancy caused by the expiration of the term of Councilwoman Wendy Benedetto. One (1) year term to begin July 31, 2013 and expire July 31, 2014.

2013-0214 (6/17/2013)

Council Appointment to the River Region Caucus.

On July 1, 2013, Council Chairman will accept nomination to fill the vacancy caused by the expiration of the term of Councilwoman Traci A. Fletcher. One (1) year term to begin July 31, 2013 and expire July 31, 2014.

2013-0215 (6/17/2013)

Council Alternate Appointment to the River Region Caucus.

On July 1, 2013, Council Chairman will accept nomination to fill the vacancy caused by the expiration of the term of Councilman Larry Cochran - Alternate. One (1) year term to begin July 31, 2013 and expire July 31, 2014.

2013-0216 (6/17/2013)

Council Alternate Appointment to the River Region Caucus.

On July 1, 2013, Council Chairman will accept nomination to fill the vacancy caused by the expiration of the term of Councilman Paul J. Hogan, PE - Alternate. One (1) year term to begin July 31, 2013 and expire July 31, 2014.

2013-0217 (6/17/2013)

A resolution to appoint a member to the Civil Service Board.

On July 1, 2013, Council Chairman will accept nominations to fill the vacancy created by the expiration of the term of Mr. Ralph M. Wilderson. Three (3) year term to begin August 1, 2013 and expire August 1, 2016.

Legislative History

7/26/10	*Parish Council*	*Enacted Legislation*

Mr. Ralph M. Wilderson appointed to the Civil Service Board on July 26, 2010, per Resolution No. 5761
Term: August 1, 2013 - August 1, 2016

SPECIAL MATTERS TO BE CONSIDERED BY COUNCIL

2013-0055 (6/17/2013, Benedetto)

Executive Session: Mayor Mitchell J. Landrieu vs. St. Charles Parish Council, Et Al; Civil District Court for the Parish of Orleans, Case Number 2012-08721

Legislative History

2/18/13	*Parish Council*	*Motion*	*Pass*
to go into Executive Session			
2/18/13	*Parish Council*	*Heard in Executive Session*	
2/18/13	*Parish Council*	*Motion*	*Pass*
to return to the regular order of the agenda			
3/11/13	*Parish Council*	*Motion*	*Pass*
to go into Executive Session			
3/11/13	*Parish Council*	*Heard in Executive Session*	
3/11/13	*Parish Council*	*Motion*	*Pass*
to return to the regular order of the agenda			
3/25/13	*Parish Council*	*Motion*	*Pass*
to go into Executive Session			
3/25/13	*Parish Council*	*Heard in Executive Session*	
3/25/13	*Parish Council*	*Motion*	*Pass*
to return to the regular order of the agenda			
4/8/13	*Parish Council*	*Motion*	*Pass*
to go into Executive Session			
4/8/13	*Parish Council*	*Heard in Executive Session*	
4/8/13	*Parish Council*	*Motion*	*Pass*
to return to the regular order of the agenda			
4/22/13	*Parish Council*	*Motion*	*Pass*
to go into Executive Session			

4/22/13	*Parish Council*	*Heard in Executive Session*	
4/22/13	*Parish Council*	*Motion*	*Pass*
to return to the regular order of the agenda			
5/6/13	*Parish Council*	*Motion*	*Pass*
to go into Executive Session			
5/6/13	*Parish Council*	*Heard in Executive Session*	
5/6/13	*Parish Council*	*Motion*	*Pass*
to return to the regular order of the agenda			
5/20/13	*Parish Council*	*Motion*	*Pass*
to go into Executive Session			
5/20/13	*Parish Council*	*Heard in Executive Session*	
5/20/13	*Parish Council*	*Motion*	*Pass*
to return to the regular order of the agenda			

2013-0136 (6/17/2013, Benedetto)

Executive Session: Tauzin Consultants, LLC - Ordinance No. 13-3-14 (File No. 2013-0086)

Legislative History

4/15/13	*Parish Council*	*Motion*	*Pass*
to go into Executive Session			
4/15/13	*Parish Council*	*Heard in Executive Session*	
4/15/13	*Parish Council*	*Motion*	*Pass*
to return to the regular order of the agenda			

MEETINGS, ANNOUNCEMENTS, NOTICES, ETC.

MEETINGS

ZONING BOARD OF ADJUSTMENT: Thursday, 6/20/13, 7PM, Council Chambers
HOUSING AUTHORITY: Tuesday, 6/25/13, 6PM, Council Chambers
HOSPITAL BOARD: Wednesday, 6/26/13, 9AM, Council Chambers
COASTAL ZONE ADVISORY COMMITTEE: Thursday, 6/27/13, 6:30PM, Council Chambers

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.

2013-0212

PROCLAMATION

WHEREAS, *annually, Des Allemands has sponsored a festival that has grown yearly; and,*

WHEREAS, *the festival has grown to become one of the largest in the state; and,*

WHEREAS, *the Louisiana Catfish Festival is the most renowned tourist attraction in St. Charles Parish; and,*

WHEREAS, *on July 9, 1980, Act 132 of the Louisiana State Legislature proclaimed Des Allemands, Louisiana, in St. Charles Parish as the "Catfish Capital of the Universe"; and,*

WHEREAS, *the Catfish Festival was rated one of the Top 20 Events by the Southeast Tourism Society; and,*

WHEREAS, *the Louisiana Catfish Queen represents St. Charles Parish at many fairs and festivals including the Congressional Ball; and,*

WHEREAS, *many visitors from all over the country will be entertained with the World Championship Catfish Cooking Contest and the Catfish Eating Contest.*

NOW, THEREFORE, WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL AND THE PARISH PRESIDENT, DO HEREBY PROCLAIM JUNE 21, 22, AND 23, 2013, AS THE

"WEEKEND OF THE CATFISH"

AND ENCOURAGE ALL CITIZENS TO ATTEND THE FESTIVAL IN DES ALLEMANDS, LOUISIANA.

V.J. ST. PIERRE, JR. ***PARISH PRESIDENT***	***CAROLYN K. SCHEXNAYDRE*** ***COUNCILWOMAN AT LARGE, DIV. A***
CLAYTON FAUCHEUX, JR. ***COUNCILMAN AT LARGE, DIV. B***	***PAUL J. HOGAN, PE*** ***COUNCILMAN, DISTRICT IV***
TERRELL D. WILSON ***COUNCILMAN, DISTRICT I***	***LARRY COCHRAN*** ***COUNCILMAN, DISTRICT V***
WILLIAM BILLY WOODRUFF ***COUNCILMAN, DISTRICT II***	***TRACI A. FLETCHER*** ***COUNCILWOMAN, DISTRICT VI***
WENDY BENEDETTO ***COUNCILWOMAN, DISTRICT III***	***JULIA FISHER-PERRIER*** ***COUNCILWOMAN, DISTRICT VII***

CATFISH2013.PCL

2013-0220

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV

ORDINANCE NO. _____

An ordinance to amend the Code of Ordinances to revise Chapter 15, Section 15-9, to provide an exception to the Twenty-five (25) Miles Per Hour Speed Limit, to lower the speed limit on **Ayo Lane in Paradis to five (5) miles per hour.**

WHEREAS, paragraph (a) of Section 15-9 of the Code provides that it is unlawful to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on Parish streets; and,

WHEREAS, that Paragraph (a) of Section 15-9 has been amended to provide exceptions; and,

WHEREAS, the Parish Council desires to provide an exception to lower the speed limit on Ayo Lane in Paradis.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That Section 15-9 of the Traffic Code is hereby amended to add No. 72 as follows:

(a) It shall be unlawful for any person to operate any motor vehicle at a speed in excess of twenty-five (25) miles per hour on any of the Parish streets, roads, highways and bridges,

EXCEPT:

(72) Ayo Lane in Paradis, speed limit shall be **five (5)** miles per hour.

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

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

Speed Limit Ayo Lane, Paradis 5mph

CHAIRMAN:_____

SECRETARY:_____

DLVD/PARISH PRESIDENT:_____

APPROVED:_____ DISAPPROVED:_____

PARISH PRESIDENT:_____

RETD/SECRETARY:_____

AT: _____RECD BY: _____

2013-0199

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING & ZONING)

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Cooperative Endeavor Agreement with the South Central Planning & Development Commission for Building Code Plan Review and Inspections.

WHEREAS, in accordance with Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session, and the implementation of the Louisiana State Uniform Construction Code, the Parish Council adopted Ordinance No. 07-3-6 on March 19, 2007; and,

WHEREAS, said code requires Building Code Plan Review and Inspection by state certified officials; and,

WHEREAS, South Central Planning and Development Commission has been performing building inspections for St. Charles Parish since 2010; and,

WHEREAS, it has been determined that the agreement with South Central Planning and Development Commission is in the best interest of the citizens of St. Charles Parish.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Cooperative Endeavor Agreement between St. Charles Parish and South Central Planning and Development Commission for Building Code Plan Review and Inspections is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Cooperative Endeavor Agreement.

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

And the ordinance was declared adopted this _____ day of _____, 2013, 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: _____

A COOEPERATIVE ENDEAVOR AGREEMENT

BETWEEN

ST. CHARLES PARISH

AND

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

WHEREAS, the St. Charles Parish and South Central Planning and Development Commission (SCPDC), and surrounding Parishes and Municipalities have met, discussed, analyzed and mutually agreed to partner together to comply with the mandates of Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session, regarding the implementation of the Louisiana State Uniform Construction Code for Louisiana; and

WHEREAS, Article 7, Section 14 of the Louisiana Constitution allows for political subdivisions and/or corporations to enter into cooperative endeavor agreements in order to expend public funds for a public purpose resulting in a benefit to the public; and

WHEREAS, pursuant to the requirements of Act 12 above, St Charles Parish, enacted Ordinance No. 07-3-6 on March 19 2007, adopting the new building codes established by the State of Louisiana; and

WHEREAS, discussions had with SCPDC and the Parish Governments of Assumption, St. James, St. John the Baptist and Terrebonne, as well as the Village of Napoleonville, Town of Lutcher, Town of Gramercy, Town of Golden Meadow and the Town of Lockport, were held in an effort to establish the most cost effective and mutually beneficial manner by which compliance with the provisions of Act 12 could best be accomplished and the health, safety and welfare of the citizens from each jurisdiction protected; and

WHEREAS, subsequent to negotiations and discussions, it was mutually agreed upon that the aforementioned jurisdictions would join together to form the *South Central Regional Construction Code Council* that will function to provide administrative guidance, oversight and building code enforcement activities in order to fulfill the requirements of Act 12; and

WHEREAS, it was further agreed that SCPDC shall serve as the administrative entity responsible for the implementation of the *South Central Regional Construction Code Compliance Program* by providing plan review and inspection services to the participating jurisdictions; and

WHEREAS, the mission of SCPDC is to help its member Parishes and Municipalities to facilitate intergovernmental cooperation for the resolution of governmental planning and development issues; and

WHEREAS, SCPDC has developed in consultation with the respective Parishes and Municipalities a regional plan review and inspection process called the *South Central Regional Construction Code Compliance Program*; and

WHEREAS, St. Charles Parish and SCPDC believe that by entering into this agreement, it will serve a valuable public purpose and produce a public benefit commensurate with the costs; and

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

1. South Central Regional Building Code Compliance Program.

A. The South Central Regional Building Code Compliance Program is a program established by SCPDC in order for SCPDC to provide plan review and inspection services in compliance with Act 12. SCPDC shall staff the Compliance Program with a Certified Building Official, plan examiners, building inspectors, and all clerical and accounting personnel necessary to carry out the daily functions of the Compliance Program. All employees of the Compliance Program shall work under the direction of SCPDC and with guidance from the South Central Regional Construction Code Council.

B. St. Charles Parish shall accept permit applications accompanied by all information required by the "Checklist of Documents to be Submitted" as prepared by SCPDC. Upon receipt by SCPDC, the certified plan examiner will review the submitted plans and permit application for compliance with Act 12 and other applicable building code laws and ordinances. Should SCPDC require additional information or plan revisions prior to certifying that the plans comply with Act 12, SCPDC shall contact the applicant directly. Upon receipt of plans and applications certified in compliance with Act 12 by the Certified Building Official or other designees of the Certified Building Official, St. Charles Parish may issue the necessary permit.

C. In accordance with established procedures of the Compliance Program, SCPDC is responsible for scheduling required inspections with the applicant during construction. All inspections shall be carried out within one (1) business day of request for inspection with the exception of emergency inspections, which shall be carried out immediately by the on-call inspector. Inspections carried out by SCPDC shall include but shall not be limited to open slab, open wall and roof, finish wall and certificate of occupancy inspections. Inspectors shall report back to a central database with the results of inspections. Copies of the inspection reports shall be sent to St. Charles Parish Governing Authority and to the applicant designated locations. Upon satisfactory final inspection, the Chief Building Official shall notify St. Charles Parish and authorize issuance of the Certificate of Occupancy.

2. South Central Regional Construction Code Council.

St. Charles Parish agrees to actively participate in the South Central Regional Construction Code Council (Code Council). The Code Council membership shall consist of each of the chief elected Parish officials or his/her designated Parish official and the Chief Executive Officer of SCPDC or his designee. Each chief elected Parish Official shall declare his designee in writing to SCPDC. The Code Council shall provide administrative oversight and an appeals forum for the Compliance Program. The Code Council shall meet quarterly or as otherwise established in order to properly conduct business. The Code Council shall adopt Rules and Procedures to implement its administrative oversight and appeals functions.

3. Fees.

A. St. Charles Parish Governing Authority agrees to collect fees from the applicants upon application for permits in accordance with Chapter 6, Article 2 Sec 6-15 of the Code of Ordinances. The Code Council shall on a quarterly basis evaluate the revenues and expenditures within the Compliance Program and provide a financial report to the St. Charles Parish Governing Authority and other member entities. SCPDC shall at the close of its fiscal year conduct and provide an audit of all financial accounts associated with the Compliance Program to each respective governing authority.

B. In the event that the parties to this agreement agree to an extension of the original term of this agreement, the parties reserve the right to renegotiate that portion of the permit fee remitted to SCPDC.

4. Indemnification.

A. Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit loss or expense caused thereby.

B. SCPDC agrees to protect, defend, indemnify, save and hold harmless St. Charles Parish, its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of SCPDC, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of St. Charles Parish, its officers, agents, servants and employees. SCPDC agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even it such claim is groundless, false or fraudulent.

C. St. Charles Parish agrees to protect, defend, indemnify, save and hold harmless SCPDC its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of St. Charles Parish, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of SCPDC, its officers, agents, servants and employees. St. Charles Parish agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even it such claim is groundless, false or fraudulent.

5. Insurance.

SCPDC and St. Charles Parish shall procure and maintain, for the duration of this agreement, insurance for directors, officers' liability and insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the parties' obligations as set forth in this agreement. Minimum insurance requirements are found in Addendum 1, which is attached and incorporated herein.

6. Records/Equipment.

St. Charles Parish and SCPDC shall retain records associated with the Compliance Program for a period of not less than five years. All equipment purchased with the grant funds shall remain the property of SCPDC.

7. Term and Termination.

A. St. Charles Parish shall participate in the Compliance Program for a term of one year beginning July 1, 2013 with the option to continue in the compliance program for successive three year term(s) subject to the same terms and conditions set out in this agreement.

B. St. Charles Parish has the ability to terminate the agreement earlier upon a two-thirds vote in favor of the termination by the members of the Code Council with a supporting resolution from the governing authority of St. Charles Parish.

8. Notice. In the event a claim, action or lawsuit is made against any one of the parties to this agreement, written notice of such claim shall be made to the other party immediately, either electronically or via the United States Postal System, postage prepaid and properly addressed to the individual and address identified on the signature page to this agreement.

9. Waiver. The waiver by any party to this agreement of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term condition or covenant herein contained.

10. Entire Agreement. This Cooperative Endeavor Agreement reflects the entire agreement of the parties hereto and shall not be altered, changed or modified in any respect, except in writing, signed by both parties.

11. Governing Law. This Cooperative Endeavor Agreement shall be construed under the laws of the State of Louisiana.

12. Section Headings. The section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof.

13. Covenants Binding. The terms, covenants, agreements and conditions contained in this Cooperative Endeavor Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and proper assigns.

NOW THEREFORE, BE IT RESOLVED, that the St. Charles Parish Governing Authority, as evidenced by the signature of the Parish President, agrees to the terms and conditions of this Cooperative Endeavor Agreement with SCPDC, for the purpose of implementing and administering the Code Compliance Program on behalf of St. Charles Parish and the region on this _____ day of _____, 2013.

SIGNATURES:

_____	_____
Mr. V.J. St. Pierre Parish President	Witness
	_____
	Witness
_____	_____
Mr. Kevin P. Belanger Chief Executive Officer	Witness
	_____
	Witness

A COOEPERATIVE ENDEAVOR AGREEMENT

BETWEEN

ST. CHARLES PARISH

AND

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION

WHEREAS, the St. Charles Parish and South Central Planning and Development Commission (SCPDC), and surrounding Parishes and Municipalities have met, discussed, analyzed and mutually agreed to partner together to comply with the mandates of Act 12 of the 2005 Louisiana Legislature, First Extraordinary Session, regarding the implementation of the Louisiana State Uniform Construction Code for Louisiana; and

WHEREAS, Article 7, Section 14 of the Louisiana Constitution allows for political subdivisions and/or corporations to enter into cooperative endeavor agreements in order to expend public funds for a public purpose resulting in a benefit to the public; and

WHEREAS, pursuant to the requirements of Act 12 above, St Charles Parish, enacted Ordinance No. 07-3-6 on March 19 2007, adopting the new building codes established by the State of Louisiana; and

WHEREAS, discussions had with SCPDC and the Parish Governments of Assumption, St. James, St. John the Baptist and Terrebonne, as well as the Village of Napoleonville, Town of Lutcher, Town of Gramercy, Town of Golden Meadow and the Town of Lockport, were held in an effort to establish the most cost effective and mutually beneficial manner by which compliance with the provisions of Act 12 could best be accomplished and the health, safety and welfare of the citizens from each jurisdiction protected; and

WHEREAS, subsequent to negotiations and discussions, it was mutually agreed upon that the aforementioned jurisdictions would join together to form the *South Central Regional Construction Code Council* that will function to provide administrative guidance, oversight and building code enforcement activities in order to fulfill the requirements of Act 12; and

WHEREAS, it was further agreed that SCPDC shall serve as the administrative entity responsible for the implementation of the *South Central Regional Construction Code Compliance Program* by providing plan review and inspection services to the participating jurisdictions; and

WHEREAS, the mission of SCPDC is to help its member Parishes and Municipalities to facilitate intergovernmental cooperation for the resolution of governmental planning and development issues; and

WHEREAS, SCPDC has developed in consultation with the respective Parishes and Municipalities a regional plan review and inspection process called the *South Central Regional Construction Code Compliance Program*; and

WHEREAS, St. Charles Parish and SCPDC believe that by entering into this agreement, it will serve a valuable public purpose and produce a public benefit commensurate with the costs; and

NOW THEREFORE, in consideration of the terms and conditions hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

1. South Central Regional Building Code Compliance Program.

A. The South Central Regional Building Code Compliance Program is a program established by SCPDC in order for SCPDC to provide plan review and inspection services in compliance with Act 12. SCPDC shall staff the Compliance Program with a Certified Building Official, plan examiners, building inspectors, and all clerical and accounting personnel necessary to carry out the daily functions of the Compliance Program. All employees of the Compliance Program shall work under the direction of SCPDC and with guidance from the South Central Regional Construction Code Council.

B. St. Charles Parish shall accept permit applications accompanied by all information required by the "Checklist of Documents to be Submitted" as prepared by SCPDC. Upon receipt by SCPDC, the certified plan examiner will review the submitted plans and permit application for compliance with Act 12 and other applicable building code laws and ordinances. Should SCPDC require additional information or plan revisions prior to certifying that the plans comply with Act 12, SCPDC shall contact the applicant directly. Upon receipt of plans and applications certified in compliance with Act 12 by the Certified Building Official or other designees of the Certified Building Official, St. Charles Parish may issue the necessary permit.

C. In accordance with established procedures of the Compliance Program, SCPDC is responsible for scheduling required inspections with the applicant during construction. All inspections shall be carried out within one (1) business day of request for inspection with the exception of emergency inspections, which shall be carried out immediately by the on-call inspector. Inspections carried out by SCPDC shall include but shall not be limited to open slab, open wall and roof, finish wall and certificate of occupancy inspections. Inspectors shall report back to a central database with the results of inspections. Copies of the inspection reports shall be sent to St. Charles Parish Governing Authority and to the applicant designated locations. Upon satisfactory final inspection, the Chief Building Official shall notify St. Charles Parish and authorize issuance of the Certificate of Occupancy.

2. South Central Regional Construction Code Council.

St. Charles Parish agrees to actively participate in the South Central Regional Construction Code Council (Code Council). The Code Council membership shall consist of each of the chief elected Parish officials or his/her designated Parish official and the Chief Executive Officer of SCPDC or his designee. Each chief elected Parish Official shall declare his designee in writing to SCPDC. The Code Council shall provide administrative oversight and an appeals forum for the Compliance Program. The Code Council shall meet quarterly or as otherwise established in order to properly conduct business. The Code Council shall adopt Rules and Procedures to implement its administrative oversight and appeals functions.

3. Fees.

A. St. Charles Parish Governing Authority agrees to collect fees from the applicants upon application for permits in accordance with Chapter 6, Article 2 Sec 6-15 of the Code of Ordinances. The Code Council shall on a quarterly basis evaluate the revenues and expenditures within the Compliance Program and provide a financial report to the St. Charles Parish Governing Authority and other member entities. SCPDC shall at the close of its fiscal year conduct and provide an audit of all financial accounts associated with the Compliance Program to each respective governing authority.

B. In the event that the parties to this agreement agree to an extension of the original term of this agreement, the parties reserve the right to renegotiate that portion of the permit fee remitted to SCPDC.

4. Indemnification.

A. Each party to this agreement shall be responsible for its own negligence and any claim, damage, suit loss or expense caused thereby.

B. SCPDC agrees to protect, defend, indemnify, save and hold harmless St. Charles Parish, its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of SCPDC, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of St. Charles Parish, its officers, agents, servants and employees. SCPDC agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even it such claim is groundless, false or fraudulent.

C. St. Charles Parish agrees to protect, defend, indemnify, save and hold harmless SCPDC its officers, elected officials, agents, servants and employees, from and against any and all claims, damages, expenses, and liabilities, arising out of injury or death to any person or damage, loss, or destruction of any property which may occur or in any way arise out of the negligence of St. Charles Parish, its officers, agents, servants, and employees, except those claims, demands, and/or causes of action arising out of the sole negligence of SCPDC, its officers, agents, servants and employees. St. Charles Parish agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bare all other costs and expenses related thereto, even it such claim is groundless, false or fraudulent.

5. Insurance.

SCPDC and St. Charles Parish shall procure and maintain, for the duration of this agreement, insurance for directors, officers' liability and insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the parties' obligations as set forth in this agreement. Minimum insurance requirements are found in Addendum 1, which is attached and incorporated herein.

6. Records/Equipment.

St. Charles Parish and SCPDC shall retain records associated with the Compliance Program for a period of not less than five years. All equipment purchased with the grant funds shall remain the property of SCPDC.

7. Term and Termination.

A. St. Charles Parish shall participate in the Compliance Program for a term of one year beginning July 1, 2013 with the option to continue in the compliance program for ~~successive~~ three successive one-year term(s) subject to the same terms and conditions set out in this agreement.

B. St. Charles Parish has the ability to terminate the agreement earlier upon a two-thirds vote in favor of the termination by the members of the Code Council with a supporting resolution from the governing authority of St. Charles Parish.

8. Notice. In the event a claim, action or lawsuit is made against any one of the parties to this agreement, written notice of such claim shall be made to the other party immediately, either electronically or via the United States Postal System, postage prepaid and properly addressed to the individual and address identified on the signature page to this agreement.

9. Waiver. The waiver by any party to this agreement of any breach of any term, condition or covenant herein contained shall not be deemed to be a waiver of such term, condition or covenant, or any subsequent breach of the same or any other term condition or covenant herein contained.

10. Entire Agreement. This Cooperative Endeavor Agreement reflects the entire agreement of the parties hereto and shall not be altered, changed or modified in any respect, except in writing, signed by both parties.

11. Governing Law. This Cooperative Endeavor Agreement shall be construed under the laws of the State of Louisiana.

12. Section Headings. The section headings herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions hereof.

13. Covenants Binding. The terms, covenants, agreements and conditions contained in this Cooperative Endeavor Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and proper assigns.

NOW THEREFORE, BE IT RESOLVED, that the St. Charles Parish Governing Authority, as evidenced by the signature of the Parish President, agrees to the terms and conditions of this Cooperative Endeavor Agreement with SCPDC, for the purpose of implementing and administering the Code Compliance Program on behalf of St. Charles Parish and the region on this _____ day of _____, 2013.

SIGNATURES:

_____	_____
Mr. V.J. St. Pierre Parish President	Witness
	_____
	Witness
_____	_____
Mr. Kevin P. Belanger Chief Executive Officer	Witness
	_____
	Witness

(k) Anticipated completion of construction.

(l) Copy of agreement with provider of service to remove and haul off all construction debris, garbage, trash, etc. generated during construction to a state permitted disposal site. For minor residential permits the planning department may accept an alternative form of debris removal. (Ord. No. 07-3-6, § II, 3-19-07; Ord. No. 08-6-8, § I, 6-16-08)

Sec. 6-15. Fees.

(a) *Permit, plan review, and inspection fees by type.*

Permit Type	*Permit Fee*	*Plan Review and Inspection Fees (number of inspections included)*
New Residential (One- or Two-Family Dwellings)	$400.00	$0.36/SF (25)
New Residential Accessory	25.00	$0.18/SF—60.00 Min. (25)
New Residential Addition	25.00	0.36/SF (25)
New Residential Patio Covers	25.00	50.00 (1)
Res. Renovation < 2,500.00	25.00	20.00 (1)
Res. Renovation < 10,000.00	25.00	80.00 (2)
Res. Renovation < 10,000.00	25.00	160.00 (2)
New Commercial	0.60/1,000.00 Value—600.00 min.	2.40/1,000.00 Value—200.00 Min. (25)
New Institutional	0.60/1,000.00 Value—600.00 min.	2.40/1,000.00 Value—200.00 Min. (25)
Commercial Renovation	0.60/1,000.00 Value—200.00 min.	2.40/1,000.00 Value—200.00 Min. (25)
Institutional Renovation	0.60/1,000.00 Value—200.00 min.	2.40/1,000.00 Value—200.00 Min. (25)
Commercial Storage	0.60/1,000.00 Value—200.00 min.	2.40/1,000.00 Value—200.00 Min. (25)
Commercial Parking	100.00	0.80/500.00 SF (2)
Trade Permits (Electrical, Mechanical, Plumbing, Gas)	25.00	100.00 (2)
Mobile Homes	55.00	120.00 (2)
Change of Occupancy	25.00	n/a
Change of Use	25.00	80.00 (2)
Sign Permits	100.00	80.00 (2)
Temporary Structures	25.00	80.00 (2)
Demolition Permit	100.00	n/a
Swimming Pool (in ground)	25.00	160.00 (2)
Swimming Pool (above-ground)	25.00	n/a
Annual Maintenance Permit	40.00	160.00 (0)
Special Permit Use	50.00	n/a
Miscellaneous Permit	25.00	n/a
Additional Inspections	n/a	60.00 (1)

(b) *Construction contract required.* A valid contract with total project valuation must be submitted with all new commercial building, commercial storage, commercial renovation, new institutional, institutional renovation, and commercial storage permit applications in order to determine permit fees. When (i) no contract is available or (ii) the result is a lower total fee, the building official may use twelve cents ($0.12) per square foot for permit fee and forty-eight cents ($0.48) per square foot for plan review and inspection fees for these types of permits. The minimum permit fee and minimum plan review and inspection fee, as expressed in (a) above, shall apply.

(c) *Additional building inspections.* If additional inspections are required, the applicant shall pay additional fees prior to the parish issuing the final certificate of occupancy.

(d) *Fees nonrefundable.* Permit fees are nonrefundable. Plan review and inspections fees may be partially refundable on a pro-rata basis.

(e) *Fees when third-party providers are utilized.* Plan review and inspection fees shall apply when third-party providers are utilized and a discount may be provided so long as said discount does not exceed forty (40) percent of the standard plan review and inspection fee that would otherwise be charged to the applicant. In the instance that a third-party provider is used for plan review only, there shall be no discount. In the instance that the third-party provider is used for inspections only, the discount shall be no greater than thirty (30) percent of the standard permit fee.
(Ord. No. 07-3-6, § II, 3-19-07; Ord. No. 10-7-13, § 1, 7-26-10; Ord. No. 10-10-2, § I, 10-18-10)

Sec. 6-16. Certificate of compliance/occupancy permit.

It shall be unlawful for any structure or other construction, which is required to be permitted under this chapter to be occupied, used, or otherwise put in service before the owner or his designee has filed a certificate of completion and compliance on the form provided by the St. Charles Parish Department of Planning and Zoning. The certificate of compliance shall include the following information:

(a) Name, address, and daytime telephone number of owner;

(b) Name, address, and daytime telephone number of any and all contractors;

(c) Location of the construction;

(d) Description of the construction, including but not limited to square footage, type of construction, and intended occupancy;

(e) Date of completion of all construction; and

(f) Certification, under penalty of perjury, that the construction was completed in compliance with the Louisiana State Uniform Construction Code.

(g) Upon completion of items (a) through (f) above the parish through the planning and zoning the department may issue an occupancy permit.

(Ord. No. 07-3-6, § II, 3-19-07)

Sec. 6-17. Enforcement of Construction Code.

The building official may issue a cease and desist order and seek to enjoin further construction or work which is required to be permitted under this chapter and which construction or work does not have a valid permit. Further, the building official may issue a cease and desist order and seek to enjoin the occupancy or use of any building or structure which has, without compliance with this section, been, in whole or in part, constructed, enlarged, altered, repaired, moved, demolished, or the occupancy changed or for which the electrical, gas, mechanical or plumbing system has been erected, installed, enlarged, altered, repaired, removed, converted or replaced in any fashion.
(Ord. No. 07-3-6, § II, 3-19-07)

Sec. 6-18. Penalty.

Any person, partnership, or corporation who violates any of the provisions of this chapter or aids or abets in the violation of any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punishable by a fine of not exceeding five hundred dollars ($500.00), for each offense.
(Ord. No. 07-3-6, § II, 3-19-07)

Sec. 6-19. Liability.

No parish employee working to enforce this code, while acting for St. Charles Parish in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of St. Charles Parish until the final termination of the proceedings. Parish employees shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this chapter.
(Ord. No. 07-3-6, § II, 3-19-07)

[The next page is 387]

2013-0206

INTRODUCED BY: V. J. ST. PIERRE, JR, PARISH PRESIDENT
(DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____

An ordinance to approve and authorize the execution of a Contract by and between the Parish of St. Charles and K V Enterprises, LLC (K V Landfill) for Storm Debris Disposal, Parish Project No. P130302.

WHEREAS, when a disaster event occurs that produces large amounts of debris, effective coordination is required between the Parish, State and Federal Emergency Management Agency (FEMA) to ensure that debris removal and disposal operations are efficient, timely and eligible for FEMA Public Assistance Grant Funding; and,

WHEREAS, St. Charles Parish issued a Request for Proposal for RECEIVE AND PROCESS STORM AND OTHER NATURAL DISASTER RELATED DEBRIS IN TYPE III LANDFILL in order to select a qualified contractor to perform these services in a manner that achieves federal reimbursement. The RFP was publicly advertised and proposals were received on May 9, 2013; and,

WHEREAS, all proposals received have been reviewed and evaluated in accordance with the Award Criteria as set out in the RFP and it is recommended that the Contract for Storm Debris Disposal be awarded to K V Enterprises, LLC (K V Landfill).

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the Contract for Storm Debris Disposal by and between the Parish of St. Charles and K V Enterprises, LLC(K V Landfill) is hereby approved and accepted.

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

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

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective immediately upon adoption.

CHAIRMAN: _____

SECRETARY: _____

DLVD/PARISH PRESIDENT: _____

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT: _____

RETD/SECRETARY: _____

AT: _____ RECD BY: _____

STORM DEBRIS DISPOSAL AGREEMENT

ST. CHARLES PARISH

THIS AGREEMENT is made and entered into this ___ day of _____, 2013, by and between **St. Charles Parish** ("Parish") and **K V Enterprises, LLC**, a Louisiana Corporation ("Contractor"), the operator of the K V Landfill ("Landfill").

WHEREAS, the contractor is the owner and operator of that property known as K V Landfill located at 5900 Highway 3127, Killona, La. 70057, St. Charles Parish; and,

WHEREAS, the contractor currently permitted to operate the Landfill pursuant to the Louisiana Department of Environmental Quality's approval and the approval of the St. Charles Parish Council; and,

WHEREAS, the Parish desires to satisfy its responsibility to assure the proper management and handling of Storm Generated Debris within its jurisdiction; and,

WHEREAS, the Contractor submitted the highest scoring proposal to provide the Parish with a properly permitted, environmentally secure location to dispose of non-hazardous Storm Generated Debris and the Parish has determined that accepting the proposal is in the best interest of the citizens of St. Charles Parish.

NOW, THEREFORE, in consideration of these premises, the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged by each party hereto, the Parish and the Contractor do hereby agree as follows:

DEFINITIONS. The following items and phrases shall have the meanings set forth below:

1.1 **LDEQ** shall mean the Louisiana Department of Environmental Quality, and agency of the State of Louisiana, and any successor agency, including the U.S. Environmental Protection Agency if it assumes compliance, monitoring and enforcement function currently delegated to LDEQ.

1.2 **K V Landfill** shall mean the landfill owned and operated by the Contractor at its Site, 5900 Highway 3127, Killona, La. 70057, and operated pursuant to Permit No. P0355-R1 issued by LDEQ and any renewals or modifications thereof or successor permits.

1.3 **Cubic Yard** shall mean 27 cubic feet. In calculating cubic yards, the rated volume of a truck body shall be assumed as the actual volume of that truck body.

1.4 **EPA** shall mean the United States Environmental Protection Agency, or any successor agency.

1.5 **Excluded Waste** shall mean automobiles, tires (but only to the extent of disposal of tires that is prohibited under applicable Laws), infectious waste (including untreated medical waste, hospital waste, and dead poultry or other animals which do not comply with federal and state regulations and contractor's acceptance guidelines for treatment prior to disposal), materials which are radioactive, volatile, highly flammable, explosive or toxic, Hazardous Waste, or any other waste or material which is prohibited from disposal in the Landfill by Laws and by any of the terms and conditions of any permits, licenses, or approvals related to the K V Landfill and Contractor's operation of the same. Excluded waste shall also mean that waste which is suitable for a Type I or Type II facility, as defined by LDEQ regulations.

1.6 **FEES** shall mean the gate rates established by Contractor for the disposal of Storm Generated Debris at the K V Landfill, as annually adjusted as set forth herein.

1.7 **Force Majeure** shall mean any act, event for condition, which act, event or condition is without the fault and beyond the responsible control of Contractor or its agents relying thereon, including, without limitation: (i) an act of God, epidemic, landslide, lighting, earthquake, fire, explosion, storm, flood or similar occurrence, and act of public enemy, war, blockage, insurrection, riot, general arrest of restraint of government and people, civil disturbance or disobedience, sabotage or similar occurrence; (ii) a strike, so long as labor practices do not precipitate or prolong the strike, work slowdown or similar industrial or labor action; (iii) the order or judgment or other act of any federal, state, county or local courts, administrative agency or government office or body; (iv) so long as such is not caused by the fault of the Contractor, the denial, loss, suspension, expiration, termination, delay or failure of renewal of any permit, license or other, government approval required to operate (including, without limitation, those required to operate the Sanitary Landfill); (v) the federal, state, county or local law, rule, permit, regulation or ordinance after the date hereof applicable to the K V Landfill, Contractor or Contractor's affiliates; or (vi) if Contractor is for any reason (not a result of any act or omission on the part of Contractor) delayed or barred by governmental or judicial action for all or a significant percentage of the Fees, as may be from time to time adjusted, and any other payments that may become due and owing. In the event of disruption of services under any such circumstances, Contractor will make every reasonable effort to reopen the Landfill Site to accept waste as soon as practicable after the cessation of the cause of suspension of services, and it will take all responsible steps to overcome the cause of cessation of service.

1.8 **Gate Fee** shall have the meaning set forth in Section 11.1 of this Agreement.

1.9 **Hazardous Waste** shall mean all waste defined or characterized as hazardous waste or hazardous substance by EPA or any other agency pursuant to the federal solid Waste Disposal Act (42 U.S.C. 6901 ff), the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 ff) or solely for the purpose of this Agreement, as a toxic substance or mixture regulated pursuant to Section 6 of the Toxic Substances Control Act (15 U.S.C. 2601 et seq.) and all future amendments to any of the foregoing, and all regulation promulgated thereunder, or any other applicable federal law, rule or regulation, as such are amended from time to time, and all waste defined or characterized as a hazardous waste of hazardous substance by Louisiana Laws.

1.10 **Laws or Law** shall include valid and applicable federal, state, local statutes, ordinances, rules regulations, orders, decrees and permit conditions.

1.11 **Service Area** shall mean the geographic area composed of the specific Louisiana Parishes as set forth in the operating permit issued and administered by LDEQ with respect to the K V Landfill, including any future additions.

1.12 **Service Commencement Date** shall mean the Start Date in the Notice to Proceed given by the Parish for each Presidentially Declared Disaster. The Notice to Proceed will also include the End Date for that particular Presidentially Declared Disaster.

1.13 **Site** shall mean the geographic area encompassing the Landfill.

1.14 **Storm Generated Debris** shall mean only vegetative and construction and demolition debris generated by storms and other natural disasters suitable for a Type III facility, as defined by LDEQ regulations. Storm generated debris does not include any excluded waste or special waste as defined herein.

1.15 **Special Waste** shall mean those waste requiring specific processing, handling or disposal techniques as determined necessary by LDEQ which are different from the techniques normally utilized for handling or disposal of municipal solid waste. Examples of such waste types include, but are not limited: mining waste, fly ash; bottom ash; sludges; drilling fluids and drill cutting; asbestos; industrial waste; liquid waste; large dead animals and residue, or medical waste.

1.16 **State** shall mean the State of Louisiana.

1.17 **Subtitle D** shall mean 4 CFR, Part 258, as promulgated by EPA and published in the Federal Register at 56 Fed. Reg. 50978 on October 9, 1991, and corresponding LDEQ regulations, as may from time to time be revised by EPA and/or LDEQ.

1.18 **Ton** shall mean 2,000 pounds.

1.19 To the extent not defined herein, all words, terms, phrases, used in this Agreement that relate to solid waste management or sanitary landfills and that are defined in the LDEQ Solid Waste Regulation, as amended, shall have the respective meaning as defined in said act.

2. **SCOPE OF WORK**.

2.1 **General**. As of the Service Commencement Date, Contractor agrees to furnish all labor, material, equipment and land for the disposal of Storm Generated Debris. All costs of the landfill operation will be borne by the Contractor. Subject to the terms and conditions of this Agreement, the Contractor shall provide to the Parish disposal of Storm Generated Debris generated within the jurisdiction of the Parish, and delivered by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish.

2.2 **Operation and Maintenance Responsibilities**. The Contractor, shall at its sole cost and expense, furnish all labor and material, equipment and land necessary to operate and maintain in good, clean and orderly condition consistent with the normal operation of a landfill and shall comply with all legally enforceable requirements imposed by regulatory agencies.

2.3 **Disposal**. Subject to the terms and conditions of the Agreement, Contractor shall at the K V Landfill provide to the Parish disposal services for all Storm Generated Debris within the Parish.

2.4 Contractor acknowledges its responsibility to comply with the closure and post-closure requirements established by LDEQ and EPA for the K V Landfill and agrees to perform and pay for the same.

3. **TERM**. The term of this Agreement shall begin on the Agreement Date page 1, and shall terminate on **December 31, 2016**.

4. **HOURS**. Subject to (i) Force Majeure and (ii) temporary closing due to inclement weather, equipment problems, safety concerns and similar events beyond Contract's reasonable control, the K V Landfill shall be open between the hours of 6:00 A.M. to 7:00 P.M., local time, Monday through Sunday, excepting holidays.

5. **HOLIDAYS**. The following shall be holidays for the purpose of this Contract:

New Years' Day Independence Day Christmas Day

Mardi Gras Day Labor Day

Memorial Day Thanksgiving Day

The Contractor may decide not to observe any of these holidays.

6. **APPICABLE LAWS**. The Contractor and the Parish shall comply, in all material respects, with all Laws applicable to this Contract. The parties to this contract agree that the Laws of the State of Louisiana shall govern the validity, construction, interpretation and effect of this contract.

7. **JURISDICTION**.

7.1 The Request for Proposals and any resulting Contract shall be governed by the Laws of the State of Louisiana.

7.2 Exclusive Jurisdiction and Venue: For all claims arising out of or related to this agreement, the Contractor 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 Contractor's residence or right to federal court based upon diversity of citizenship.

8. **OPERATION STANDARDS**.

8.1 **Permits**. The Contractor shall use its reasonable best efforts to maintain all necessary permits, licenses and approvals required by all governmental entities having jurisdiction over the Landfill to operate same in accordance with the terms and conditions of this Agreement.

8.2 **Operation of the Sanitary Landfill**. Nothing in Agreement shall be construed as giving to the Parish or any other person or entity the right to exercise control over the business or operation of the Contractor (including, without limitation the operation of the Landfill) or to direct in any respect the manner in which Contractor's business and operations (including, but not without limitation, the operation of the Landfill) are conducted. Contractor shall have full, complete, and sole discretion and control over all aspects of the operation of the Landfill.

9. **INSURANCE**.

9.1 The Contractor shall obtain the following types of insurance naming the Parish as an additional insured, in at least the limits specified below:

9.1.1 General Liability:	$1,000,000 per each occurrence;
9.1.2 Automobile Liability:	$500,000 bodily injury and property damage, combined single limit per each occurrence;
9.1.3 Property Damage:	$500,000 each occurrence;
9.1.4 Workmen's Compensation:	Statutory;

9.2 Provided, however, that in all events the Contractor shall meet the financial requirements for landfill operations, landfill closure, landfill post-closure card, and any other financial requirements related to landfill operation established by LDEQ and/or EPA.

9. 3 All policies evidencing the insurance required by the terms of the preceding paragraph shall be acquired and maintained in generally recognized responsible insurance companies, admitted to do business in and qualified under the laws of the State of Louisiana and may be written with co-insurance provisions and deductible amounts comparable to those applicable to similar policies carried by persons engaged in businesses of like size and type as the Contractor with respect to properties similar to the K V Landfill.

9.4 The Contractor may self-insure for all or any part of the above coverages with the prior written consent of the Parish, which consent shall not be unreasonably withheld.

9.5 Any policies required by this Agreement may be contained in blanket policies.

9.6 The Contractor shall comply with the provisions of all applicable Worker's Compensation Laws. The Contractor shall supply or cause to be supplied to the Parish certificates of insurance evidencing such coverage as described herein.

9.7 The Contractor shall defend, indemnify and save harmless the Parish and its officers, agents, employees and those to whom it has contracted for collection services from and against any and all claims, demands, liability, penalties, damages, expenses and judgments of any nature directly caused and arising out of the contractor's operations of the Disposal Site, or failure to perform services in accordance with this Agreement or under CERLA or RCRA or equivalent state or local law.

9.8 For all purposes under Louisiana Law, St. Charles Parish is recognized as the statutory employer of K V Enterprises, LLC.

10. **LANDFILL RULES AND REGULATIONS**.

10.1 The Contractor shall have the right to establish other reasonable rules, regulations, standards and policies necessary, appropriate or desirable for the operation of the Landfill, including regulations concerning access, safety, operation and types of substances to be deposited in the Landfill; provided that nothing herein shall permit the Contractor to establish or change any rule, regulation, standard or policy established in this Agreement to allow Hazardous Waste to be disposed of at the Landfill.

10.2 All rules, regulations, and policies established by the Contractor shall be delivered to the appropriate offices of the Parish. Provided, however that non-receipt by the Parish of such rules, regulations or policies shall not act the validity or effectiveness of the same.

10.3 When entering the Site or delivering Storm Generated Debris to the Landfill, the Parish and its officials, agents, employees and contracted haulers shall comply with all rules, regulations, standards and policies established by the Contractor or otherwise applicable to the Landfill.

11. **COMPENSATION AND BILLING**.

11.1 The Gate Fee for the Storm Generated Debris generated within the Parish, whether collected by the Parish in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish and delivered to the Landfill shall be at the rates of **$2.75 per cubic yard for vegetative debris and $2.75 per cubic yard for construction and demolition debris**, both rates inclusive of the handling, storage, reduction of the Storm Generated Debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and final disposal.

11.2 For each load of Storm Generated Debris delivered to the Landfill, the Contractor shall verify the volume thereof determined by the Parish or its agent, as appropriate, and shall compute the applicable Gate Fee, and shall give a copy of the receipt to the Parish or its agent and shall maintain a copy of such receipt.

11.3 The Gate Fee shall be adjusted upward or downward on **January 1, 2014** and annually thereafter to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before (90) days prior to January 1, 2014 and each succeeding year thereafter the Contractor shall compute the most recent percent increase or decrease in the CPI which is then available and the gate fee, as previously adjusted, shall be further adjusted. The Contractor shall furnish the Parish at that time with a copy of the CPI upon which it bases its calculation. However, in no event, shall any increase or decrease in the fee for any one year exceed seven (7%) percent. The gate fee, as adjusted, shall automatically become effective on the first day of the next anniversary, January 1, 2014, and each year thereafter.

12. **NOTICES**.

12.1 Notices of conditions or situations affecting the work to be performed under this Agreement shall be given in writing between designated personnel of the Contractor, and the Parish.

12.2 All notices shall be given in writing to be delivered by certified mail, return receipt requested or via fax, to the parties as set forth below:

12.2.1 If to the Contractor: K V Enterprises, LLC
5900 Highway 3127
Killona, La. 70057

12.2.2 If to the Parish: Director
St. Charles Parish Dept. of Public Works
100 River Oaks Dr.
Destrehan, La. 70047

13. **WASTE OWNERSHIP**. The Parish agrees that all Storm Generated Debris deposited into the Landfill shall be the property of the Contractor.

14. **DISPOSAL RIGHTS**. The Parish shall cause all Storm Generated Debris collected through the Parish's Disaster Debris Removal under jurisdiction of its governing authority to be disposed of at K V Landfill.

15. **DISPOSAL BY OTHER PARTIES**. No other parties than the Parish, in vehicles owned and operated by the Parish, or an independent hauler contracted by the Parish, or other designee or assignee of the Parish will be allowed to dispose of Storm Generated Debris at the Landfill under this Agreement.

16. **RIGHT OF INSPECTION AND AUDIT**. The Parish agrees that the Contractor has the authority to inspect any vehicle, load or volume of waste brought to the Landfill for violations of Laws or violations of this Agreement. It shall be the responsibility of the transporter to manage the rejected load in a prudent and legal manner. The Parish shall have the right to inspect and copy (at its expense) at any reasonable time those records of Contractor, which relate to the Parish.

17. **HAZARDOUS AND INFECTIOUS WASTE**. The parties hereto agree that the Landfill will not be licensed, permitted or intended for the disposition of Hazardous Waste OR Infectious Waste. The Contractor agrees that it will not accept any hazardous waste or any substances prohibited from disposition in sanitary landfills by Law.

18. **CONTRACTOR'S STATUS**. Contractor is an independent contractor and not any agent or representative of the Parish.

19. **LDEQ PERMIT**. Contractor agrees to use its due diligence to maintain all necessary permits or approvals required by Law for the operation of the Landfill.

20. **ATTORNEY'S FEES**. If, as result of a breach or default hereunder, any party hereto shall be caused to employ attorneys or incur other expenses in or about the collection of amounts due from the other party under this Agreement or the enforcement of any other obligation, covenant, or agreement contained in this Agreement, the non-prevailing party shall pay such other party reasonable attorney's fees and other reasonable expenses so incurred.

21. **SEVERABILITY**. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **GOVERNING LAW**. This agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

23. **REPRESENTATIONS**.

23.1 The Parish makes the following representations and warrantees as the basis for its undertakings pursuant to this Agreement.

23.1.1 It has been granted by statute the power and authority to enter into the transactions contemplated by this Agreement and to fulfill and carry out its obligations hereunder; and

23.2 The Contractor makes the following representations and warranties as the basis for its undertakings pursuant to this Agreement.

23.2.1 The Contractor is a corporation organized under the laws of the State of Louisiana and qualified to do business in the State of Louisiana, and has the power to enter into and to perform and observe the agreements and covenants on its part contained in this Agreement; and

23.2.2 The execution and delivery of this Agreement on the part of the Contractor has been duly authorized by all necessary corporate action.

24. **NON-DISCRIMINATION**. The Contractor shall not discriminate against any person because of race, sex, creed, color, aged, religion or national origin.

25. **ENTIRE AGREEMENT: EFFECTIVE DATE**.

25.1 This Agreement contains the entire Agreement of the parties and supersedes all prior negotiations, agreements and oral understandings, if any, between the parties hereto. The terms and conditions of the proposal submitted by the Contractor in Exhibit A are incorporated herein by reference. The Compliance Provisions for Federally Assisted Contracts and Subcontracts in Exhibit B are incorporated herein by reference. Any amendments to this Agreement must be reduced to writing and duly signed by each party to this Agreement.

25.2 This Agreement becomes effective on the Agreement Date page 1, and shall be binding upon and shall inure to the benefit of the Parish and the Contractor, and the Contractor's successors and assigns.

26. **TERMINATION**

26.1 **Termination for Cause.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts

26.2 **Termination for Convenience.** See Section 00820 – Compliance Provisions for Federally Assisted Contracts and Subcontracts

26.3 **Termination for Orders issued by Governmental Agencies or Courts.** If a governmental agency with jurisdiction over the scope of services to be provided herein, or a court suspends or terminates the PARISH's authority to issue Work Orders for reasons beyond the control of the PARISH, then the contract shall be suspended or terminated.

26.4 **Payment following Termination.** The CONTRACTOR shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be deemed to be an original, as of the date and year first written in this Contract.

K V ENTERPRISES, LLC

Witnesses:

Jane G. Lanier

By: _____
Wade P. Scott
Partner/Manager

ST. CHARLES PARISH

Witnesses:

_____

_____

By: _____
V.J. St. Pierre, Jr.
Parish President

#2
KV LANDFILL

ST. CHARLES PARISH
REQUEST FOR PROPOSALS

RECEIVE AND PROCESS STORM AND OTHER NATURAL DISASTER RELATED DEBRIS IN TYPE III LANDFILL

St. Charles Parish (SCP) hereinafter referred to as "Owner" can be declared a federal disaster area due to the effects of storms and other disasters. In order to dispose of the debris caused by these events and receive federal reimbursement, St. Charles Parish is requesting proposals from LDEQ approved Type III landfills (disposal sites) to receive, reduce as required by LDEQ, and store as final disposal the storm generated debris that has been collected throughout the Parish by independent contractors. For this proposal, debris is defined as vegetative and construction and demolition debris defined in LDEQ's Comprehensive Plan for Disaster Clean-up and Debris Management, revision 8/2/12. Construction and demolition debris mixed with vegetative debris or bagged vegetative debris delivered by the debris contractor shall be considered construction and demolition debris. **All other debris (including hazardous waste, white goods, municipal solid waste, electronics, and other waste that requires disposal into a Type I or II landfill) are excluded from this proposal.** The Owner will accept proposals from qualified landfills that have adequate area to have a separate Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to be able to handle daily deliveries and store and reduce the storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1. and then eventually serve as final disposal site. The reduction method(s) chosen shall be submitted to the Parish prior to commencement of operations.

A tower approximately eight (8) feet high at the floor with safety walls and stairs needs to be provided large enough to hold up to three (3) people safely at each TDSRS and final landfill location or at one central site if areas are in close proximity to each other. Additional towers may be erected to improve traffic flow through the TDSRS. The owner will provide a quality assurance inspector, or inspectors, to be located at this site to handle the haul tickets. All payments under the contract resulting from this Request for Proposal (RFP) shall be made only for services requested and approved by the Owner. Additional items incidental to the work are considered as part of the project scope. All work will be in general conformity with the local, State, and Federal laws and regulations.

If the turnaround time for the debris vehicles exceeds 45 minutes from time the vehicles arrive at the landfill to the time the vehicles deposit the debris and leave the landfill, the Owner reserves the right to direct the landfill operator to increase access points, roads, or towers as necessary to achieve the specified turnaround time. The landfill must have sufficient capacity to receive 100% of St. Charles Parish's debris.

Payment will be made per cubic yard based on the truck volumes measured by the Owner, and as modified by the Owner based on visual inspection of the actual load.

5/16/2013 SCORE CALCULATION LOWEST PRICE KV = $5.50

PRICE POINTS $\frac{5.50}{5.50} \times 65 = 65.00$

TOTAL SCORE = 65.00 + 35 = $\boxed{100.00}$

The landfill operator shall, at its own expense, furnish all labor and material, equipment, and land necessary to operate and maintain a good, clean and orderly condition consistent with the normal operation of a landfill and shall comply with legally enforceable requirements imposed by regulatory agencies.

The landfill operation hours may be as long as daylight hours available.

The landfill must be able to begin receiving storm produced debris within twenty-four (24) hours of Notice to Proceed.

The landfill operator, at its own expense, shall keep in force at all times the following insurances:

(a.) Commercial General Liability Insurance

Commercial General Liability Insurance, issued by responsible insurance companies and in a form acceptable to the Owner, protecting and insuring against all the foregoing with coverage limits of not less than One Million Dollars ($1,000,000.00) per occurrence for Bodily Injury and Property Damage.

(b.) Automobile Liability Insurance

Automobile Liability coverage shall be in the minimum amount of Five-Hundred Thousand Dollars ($500,000.00) per occurrence combined single limits for Bodily Injury and Property Damage.

(c.) Workers' Compensation Coverage

Full and complete Workers' Compensation Coverage, as required by State law, shall be provided.

(d.) Insurance Certificates

The landfill operator shall provide the Owner with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the Owner. Said Commercial General Liability policy shall provide that the Owner be an additional named insured. The Owner shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the Owner and licensed and authorized to do business under the laws of the State of Louisiana.

At any time during the evaluation process, the Owner reserves the right to reject any and all responses received to this solicitation.

An original and two copies of this completed proposal in its entirety must be submitted in a sealed envelope, marked "**ST. CHARLES PARISH RFP FOR DISASTER RELATED DEBRIS DISPOSAL Project No. P130302**", **no later than** Thursday, **May 9, 2013, at 10:00 am**, in order to be considered responsive. Proposals submitted after this time will not be considered. Proposals may be delivered by courier or hand delivered to:

St. Charles Parish Dept. of Public Works
100 River Oaks Dr.
Destrehan, La. 70047

Proposals not affirming the following criteria will not be evaluated:

1. The landfill is a LDEQ approved Type III landfill. ✓ yes ___ no
2. The landfill has adequate area to have a separate Temporary Disposal Storm Reduction Site (TDSRS) within the facility or be otherwise permitted by LDEQ to be able to handle daily deliveries and store and reduce the storm debris by at least 50% weight and 50% volume in accordance with LA R.S. 30:2413.1, and then eventually serve as final disposal site. ✓ yes ___ no
3. The landfill has sufficient capacity to receive 100% of St. Charles Parish's debris which is estimated at 100,000 cubic yards at this time. ✓ yes ___ no
4. The landfill is able to begin receiving storm produced debris within twenty-four (24) hours of Notice to Proceed. ✓ yes ___ no

Proposals will be evaluated based upon the responses to the following criteria:

1. Price ..... 65 Points
   (To evaluate price, the vegetative debris and construction and demolition debris prices per cubic yard will be added together.)

   Vegetative Debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-up and Debris Management, and disposal (including required reduction noted herein). **Enter price as dollars and cents to two decimals** $ 2.75/cu. yd.

   Construction and Demolition debris, including staging, processing in accordance with LDEQ Comprehensive Plan for Clean-up and Debris Management, and disposal. **Enter price as dollars and cents to two decimals** $ 2.75/cu. yd.

TOTAL PRICE $5.50

Location of Landfill in relation to St. Charles Parish. .....35 Points
(Landfills located within St. Charles Parish will receive 35 points. Landfills located outside of St. Charles Parish will have a point deducted for each one way roadway mile between the landfill and the St. Charles Parish line.)

Provide a map(Google aerial acceptable) showing landfill location in relation to the nearest St. Charles Parish Line if landfill is located outside St. Charles Parish. Enter **one way** roadway mileage below rounded to the nearest mile(enter 0 if within St Charles Parish)

City KILLONA State LA Mileage 0

Scoring:

CORRECTED IN ADDENDUM

X 65 Price Points(2 decimals)

Price Points + Location Points = Total Score

Contract Duration:

The contract term shall expire on **December 31, 2016**. Upon mutual consent of the OWNER and the CONTRACTOR, the contract term may be extended one (1) additional calendar year or portion thereof.

Price Escalation:

The Gate Fee shall be adjusted upward or downward on January 1, 2014 and annually thereafter to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), applicable to the New Orleans – Baton Rouge area, published by the U.S. Department of Labor, Bureau of Labor Statistics. (If this CPI computation is discontinued during the term of this contract, then a similar type of index which is published and available during the remainder of the term of this contract shall be applied, upon the mutual agreement of both parties.) On or before (90) days prior to January 1, 2014 and each succeeding year thereafter the Contractor shall compute the most recent percent increase or decrease in the CPI which is then available and the gate fee, as previously adjusted, shall be further adjusted. The Contractor shall furnish the Parish at that time with a copy of the CPI upon which it bases its calculation. However, in no event, shall any increase or decrease in the fee for any one year exceed seven (7%) percent. The gate fee, as adjusted, shall

automatically become effective on the first day of the next anniversary, January 1, 2014, and each year thereafter.

Compliance Provisions for Federally Assisted Contracts and Subcontracts:

Attachment A

St. Charles Parish is an Equal Opportunity Employer.

Questions relative to this Request for Proposal package shall be addressed, in writing to Greg Schultz, St. Charles Parish Department of Public Works, 100 River Oaks Drive, Destrehan, Louisiana 70047.

The undersigned hereby declares and represents that he/she has carefully examined and understands this Request for Proposals and that the landfill listed below meets the requirements stated herein.

Name of Landfill: KV Enterprises, LLC

Address of Landfill: 5900 Highway 3137
Killona, LA 70057

Name of Authorized Signatory of Landfill: WADE P SCOTT

Title of Authorized Signatory of Landfill: PARTNER / MANAGER

Signature of Authorized Signatory of Landfill: [signature]

Date: 5/3/13

PROJECT TITLE: Storm Debris Disposal Contract

PROJECT NO: P130302

DATE & TIME: May 9, 2013 10:00 a.m.

ITEM	DESCRIPTION	QTY	UNIT	KV Landfill		River Birch	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Vegatative Debris	1	CY	$2.75	$2.75	$2.98	$2.98
2	Construction and Demolition Debris	1	CY	$2.75	$2.75	$2.98	$2.98
	TOTAL PRICE				**$5.50**		**$5.96**

CALCULATION SCORE **100.00** **92.98**

Note: The winning bidder is selected on the highest score.

2013-0207

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PLANNING AND ZONING)

ORDINANCE NO. _____

An ordinance to repeal and replace Chapter 22.5, Article II, Taxicabs, to adopt new regulations for the issuance of Taxicab Licenses (Certificates of Public Need and Convenience) in St. Charles Parish.

WHEREAS, St Charles Parish is authorized to regulate taxicabs by Louisiana Revised Statute 33:4792 and Chapter 22.5 of the Code of Ordinances; and,

WHEREAS, the Parish Council desires to revise regulations affecting private for hire vehicles to provide safe and efficient means of travel for parish residents; and,

WHEREAS, surrounding jurisdictions in the region have undergone significant regulatory reform regarding taxicabs; and,

WHEREAS, the Parish Council recognized the need for similar reform and enacted a moratorium on the issuance of new CPNCs; and,

WHEREAS, said moratorium expires on June 30, 2013; and,

WHEREAS, the surrounding jurisdictions and the Louis Armstrong New Orleans International Airport have completed regulatory reforms and have adopted new taxicab regulations; and,

WHEREAS, the Parish Council wishes to adopt new taxicab regulations that are consistent with those of Louis Armstrong New Orleans International Airport and surrounding jurisdictions.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

Section I. That the St. Charles Parish Code, Chapter 22.5, Article II, Taxicabs, is hereby repealed in total and replaced with the following:

Sec. 22.5-16. Definitions.

The following words and phrases when used in this article shall have the meanings as set out herein:

Accessible taxicab (AT) means any vehicle that accommodates a passenger using a wheelchair or other personal mobility device that need a ramp or list to enter or exit the vehicle. Such vehicle must comply with the provisions in 49 CFR Part 38.1-38.39. Such vehicle shall operate at rates-per-mile or on a waiting-time basis, or both. ATs are identified as a minivan or similar vehicle specially adapted with rear or side access ramps for wheelchair users, which is also equipped with a taximeter, and which prioritizes requests for service from people with disabilities and/or wheelchair users for purposes of transportation over and along the public streets, not over a defined route but, as to the route and destination, in accordance with and under the direction of the passenger or person hiring such vehicle.

Certificate of public necessity and convenience, CPNC, permits an individual to engage in for-hire vehicular transportation in order to fill a public need.

Driver includes every person in actual operation of a vehicle licensed for operation as a for hire vehicle.

Driver's permit means the permit granted by the Sheriff authorizing an individual to drive a vehicle that bears a valid CPNC number.

For hire vehicle means any vehicle used for the transportation of passengers for hire, the charges for the use of which are determined by agreement or by the length of time for which the motor vehicle is engaged. Public transportation vehicles are not considered for hire vehicles.

Manifest means a daily record prepared by a taxicab driver of all trips made by the driver showing time and place of origin, destination, number of passengers and the amount of fare of each trip.

Narcotic drugs includes "coca" leaves, opium, cannabis, marijuana, isonipecaine and every synthetic substance known to have narcotic action. Including all drugs controlled under R. S. 40:961 et seq. the Uniform Controlled Dangerous Substances Law.

Owner means any person, firm, partnership or corporation that is the legal registered owner of vehicles defined in this section.

Parish means the Parish of St. Charles, the parish council or the appropriate department designated by the parish president for the administration and enforcement of the provisions of this article. Such department shall make any administrative regulations, which may be necessary to implement or administer the provisions of this article.

Person includes any individual, corporation, partnership, company or association owning, driving, controlling or operating any for hire vehicle as defined in this article and regulated by this chapter.

Street means any public street, avenue, road, boulevard, alley, lane, highway, drive, public park, railroad station, depot, airport, ferry landing, or any other public place under control of the parish which is used regularly or may be used by taxi cabs to pick up or discharge passengers.

Taxicab or taxi means any motor vehicle used for the transportation of passengers for hire not operated on a fixed route to a destination that is controlled by the passenger or passengers.

Taxicab inspection station means the location of the required examination of the vehicles to be operated as taxicabs to determine that such vehicles are safe and in satisfactory condition.

Taximeter means an instrument or device attached to a taxicab which measures the distance driven and/or the waiting time, both upon which the fare may be based.

Sec. 22.5-17. CPNC's and Driver's permits are privileges

Driver's permits and CPNC's are privileges and not rights. The issuing entity shall have full discretion in determining whether or not a driver's permit or CPNC shall be issued.

Sec. 22.5-18. CPNC required.

(a) No person shall operate or permit a taxicab owned or controlled by him to be operated as a vehicle for hire upon the streets of the parish without having first obtained a CPNC from the Parish, St. Charles Parish Planning and Zoning Department.

(b) No agent or employee of any business or corporation shall solicit a taxicab that does not have a St. Charles Parish CPNC to pick up a fare or originate a trip in St. Charles Parish.

(c) Taxicabs authorized to operate in any other parish, or in any political subdivision thereof, may transport passengers from such parish, or subdivision thereof, to a destination within or beyond St. Charles Parish.

Sec. 22.5-19. Limitation on number of CPNCs

(a) Public necessity and convenience shall determine the requirements of a certificate. The CPNC sticker shall be affixed to the windshield of the vehicle.

(b) No person or for-hire company shall be issued more than one (1) CPNC unless authorized as a private for-hire company by resolution of the Parish Council.

Sec. 22.5-20. Application for CPNC

All applicants must apply to the Planning Department for a CPNC by completing an application. Any applications not completed in full shall be returned as incomplete.

Sec. 22.-21. Domicile requirement

An applicant for a CPNC must have resided in St Charles Parish, or a contiguous parish, for the past six (6) months, and presently reside in this parish, or a contiguous parish.

Sec. 22.5-22. Liability insurance required

No CPNC shall be issued or continued unless the owner has presented proof of possession of a valid insurance certificate containing an endorsement that the policy is issued to comply with provisions of the Public Passenger Motor Vehicle Responsibility Law, La. R.S. 45:200.1 *et seq.* Cancellation of the policy will not be effective as to injured parties unless the parish has been given notice ten (10) days prior of cancellation or lapse.

Sec. 22.5-23. Taxicab inspection requirements

Inspections shall ensure that a taxicab meets the minimum criteria to obtain a permit or decal to operate at Louis Armstrong New Orleans International Airport. Re-inspections are required on a semiannual basis. Failure to provide required semiannual inspection report to the Parish may result in revocation or suspension of CPNC.

Sec. 22.5-24. Taxicab inspection stations.

All taxicabs shall be required to be inspected at a station approved by the Louis Armstrong New Orleans International Airport.

Sec. 22.5-25. Designation of taxicabs.

(a) Taxicab owners or drivers operating under one (1) trade name shall be considered independent taxicabs. The trade name shall be registered with the parish on an occupational license.

(b) Each taxicab shall bear on front, rear and both sides the CPNC number not less than three (3) inches in height and one-half inch in vertical strokes.

(c) No vehicle regulated by this article whose color scheme, identifying design, monogram or insignia used on a vehicle or vehicles already operating under the article shall be approved.

(d) No vehicle or vehicles shall change color scheme, designs, etc., to imitate other taxicabs in such a manner as to be misleading or to deceive the public.

Sec. 22.5-26. Fee for CPNC

(a) No CPNC shall be issued or continued unless the holder has paid an annual certificate fee of fifty dollars ($50.00).

Sec. 22.5-27. Transfer of CPNC

No CPNC may be sold, mortgaged or transferred.

Sec. 22.5-28. Replacement of vehicles.

The holder of a CPNC shall be ordered by the parish to replace his taxicab where it appears that the taxicab no longer meets the standards of safe operation prescribed by the parish. Upon failure of the owner to comply with any such order within one hundred twenty (120) days after service thereof, the CPNC shall be revoked.

Sec. 22.5-29. Renewal and expired CPNCs

Each CPNC in good standing shall be renewable during a two-month period beginning with the first day of December of the year of expiration and extending through the last day of January of the year for which renewal is sought, subject to payment of $25, provided all other requirements of this article are met. Failure to renew a CPNC by January 31st shall constitute a new application.

Sec. 22.5-30. Passengers' rights notice.

Every taxicab shall display on the back of the front seat the following notice:

As a passenger in a St. Charles Parish For-Hire Vehicle, you should note the CPNC (Certificate of Public Necessity and Convenience) number of this for-hire vehicle and be aware that you are entitled to the following:

1. A clean vehicle in good condition (interior, exterior and trunk compartments);
2. A safe, well-maintained taxi with operating heat and air conditioning turned on/off at your request;
3. A clean and noise-free environment;
4. Working seat belts for all passengers;
5. Be accompanied by a service animal;
6. A driver who speaks and understands English and is knowledgeable of the Parish streets;
7. A driver who maintains a neat and well groomed appearance and operates in a professional and courteous manner;
8. A safe driver who obeys all traffic laws;
9. A driver who limits the use of mobile phone devices while driving and complies with RS 32:300.5, which prohibits text messaging while operating a motor vehicle;
10. Be transported to a destination by means of the most direct efficient route; or, direct the driver to the destination by providing the route;
11. Pay for the transportation based exclusively on an operating taximeter;
12. Upon request, receive a completed receipt which includes the cab number, company name, driver's name, pick up location, destination and fare;
13. An explanation of any fare charged;
14. Decline to tip for poor service and choose to tip for good service;
15. Any compliment or concern should be referred to the CPNC authorizing department (985-783-5060).

The Planning and Zoning Department will provide each driver with a copy of such notice of passenger rights with the CPNC number listed.

Sec. 22.5-31. Taxicab driver's permit.

No person shall operate a taxicab for-hire upon the streets of the parish unless the driver has obtained a valid taxicab driver's permit issued under the provisions of this article.

Sec. 22.5-32. Application for driver's permit.

(a) Applications shall be filed with the sheriff's office on forms provided thereof and shall be completed in full. Each application shall be accompanied by a health certificate certified by a doctor approved by the parish and no more than fourteen (14) consecutive days since issuance stating the applicant is not inflicted with any disease that might make him an unsafe driver nor is he addicted to drugs or narcotics.

(b) Applicants must have in their possession a current chauffeur's license issued by the State of Louisiana.

(c) Applicants must possess and demonstrate knowledge as to the layout of streets in the area in which he is to be operating.

(d) Photographs and fingerprints. Each applicant for a driver's permit shall submit photographs according to the requirements for identification established by the parish and shall submit to being fingerprinted.

(e) Age and literacy. Applicants for a driver's permit must be eighteen (18) years of age and must be able to read and write English. In the case of a partnership or a corporation, such provisions shall be satisfied by the qualification of a principal partner or duly registered officer respectively.

(f) Citizenship and residency.

(1) Citizenship: An applicant for a driver's permit must be a citizen of the United States. Proof of citizenship shall be submitted by the applicant at the time the application is made.

(2) Residency: An applicant for a driver's permit must currently reside in this parish and/or a contiguous parish for a period of greater than six (6) months. Should the applicant reside in a contiguous parish a duly designated agent for the service for process must be provided to the parish.

(3) Organization: If the applicant is a corporation or partnership, the above requirements for a driver's permit shall be satisfied by the qualification of all duly registered officers of the corporation or principal partners of the partnership.

(g) Notification of change of address. It shall be the responsibility of each driver to notify the Sheriff of each change of address within seventy-two (72) hours after such change is made and to have such change indicated on his driver's permit.

(h) The sheriff's office shall approve or reject the application. If rejected, the applicant may request a personal appearance to offer evidence why his application shall be reconsidered. Upon approval of an application for the taxicab driver's permit, the parish shall issue a permit, which shall bear the name, address, race, sex, date of birth, color of hair, color of eyes, weight, and photo of applicant.

Sec. 22.5-33. Fee required for taxicab driver's permit.

Every applicant for a taxicab driver's permit, or renewal thereof, shall pay a fee of forty dollars ($40.00). A duplicate permit shall be issued for a fee of twenty dollars ($20.00).

Sec. 22.5-34. Renewal of driver's taxicab permit.

Every taxicab driver's permit in good standing shall be renewed every two (2) years and during a two-month period beginning with the first day of December of the year of expiration and extending through the last day of January of the year for which renewal is sought upon application and payment of the required fee to the parish.

Sec. 22.5-35. Expired driver's permit.

Failure to make timely application for renewal of a driver's permit shall result in the payment of a delinquent fee of twenty dollars ($20.00). If the permit has been expired for a period of more than three (3) months, the permit shall be considered abandoned and the driver shall be considered a new applicant. If the failure to make timely application is attributable to the fact that the applicant has had no occasion to operate a taxicab or engage in other operations for which a taxicab driver's permit is required since the expiration date, then the additional fee shall be waived upon the filing of an affidavit by the applicant to evidence this fact.

Sec. 22.5-36. Display of permit.

Every driver approved under this article shall display his taxicab driver's permit as to be in full view of passengers while such vehicle is for hire.

Sec. 22.5-37. Manifests (trip sheets).

Every driver shall maintain a daily manifest upon which are recorded all trips made each day, showing time and place of origin and destination of each trip and amount of fare. All such manifests shall be returned to the owner by the driver at the conclusion of his tour of duty. The forms for each manifest shall be furnished to the driver by the owner and shall be approved by the parish. Every holder of a CPNC shall retain and preserve all drivers' manifests for a period of six (6) months, and the manifests shall be available to the parish.

Sec. 22.5-38. Service contract reports.

It shall be mandatory for all holders of CPNC's to file with the parish copies of all contracts, agreements, arrangements or other forms of contracts with annual gross receipts relating to the furnishing of taxicab standards or cab service to any hotel, motel, hospital, business place or place of public gathering, whether such arrangement is made with any corporation, firm or association with which the holder may be interested or connected.

Sec. 22.5-39. Rates of fare and rate cards.

It shall be unlawful for any person to ask, demand or collect any rate of fare other than as specified herein for use of a taxicab; and it shall be unlawful for any passenger of any vehicle to refuse to pay the driver thereof the legal rate charged pursuant to the provisions of this section.

(a) Rates and Charges to Be Posted: The owner of each vehicle regulated by the provisions of this article shall post therein the rates and charges specified herein which are applicable to the vehicle, and it shall be unlawful for any person to operate same unless the rates and charges are posted as prescribed in this section. The rates and charges specified in this section shall be printed in legible type on a card or sticker not less than four (4) inches by seven (7) inches, shall be posted in a conspicuous place in

the side rear windows of the vehicle facing in, and shall be so arranged that passengers can readily determine the exact rate of fare and charges payable by them.

(b) Meter Fare for Taxicabs

(1) Minimum fare: The minimum meter fare shall be two dollars and fifty cents ($2.50) which shall entitle the passenger to be transported any distance less than one-eighth mile; and the total meter fare shall include an additional twenty cents ($0.20) for each additional, one-eighth or incomplete fraction thereof, that the passenger is transported, providing that whenever the speed of the taxicab is less than the rate of one-fifth mile per forty (40) seconds, mileage shall be computed at the rate of one-fifth mile per forty (40) seconds. There shall be an additional charge of one dollar ($1.00) per passenger after one passenger on all regular taxi trips.

(2) Personalized service: Whenever a taxicab driver is called upon to render a time-consuming, personalized service, beyond his normal transportation of passengers, the minimum fare shall be, six dollars ($6.00) or the meter fare, whichever is greater. Unless an agreement to this charge has been reached between the parties prior to the trip, there shall be no additional charge to the passenger.

(c) Taxicab Hourly Rate: Whenever a taxicab is chartered by the hour, such arrangement shall be made between the driver and passenger at the start of the charter trip, and the rate thereof shall be, thirty dollars ($30.00) per hour minimum of two (2) hours.

(d) Taxicab Rates for Additional Passengers: An additional charge one dollar ($1.00) per person for all passengers over one (1) shall be charged.

(e) Airport rates: The taxicab rate to or from New Orleans International Airport (Moisant Field) shall be eighteen dollars ($18.00) or the meter fare, whichever is greater, unless an agreement to this charge has been reached between the parties prior to the trip.

(f) Fare Receipt to Be Furnished on Request: Upon request, the driver of any taxicab shall furnish the passenger with a receipt showing the date, origin and destination of trip, amount of fare, CPNC number, and the driver's name.

(g) Taximeters shall be subject to inspection by the sheriff's office without charge, upon complaint. Any person designated by the sheriff's office is authorized to inspect any meter and, upon discovery of any inaccuracy, shall notify the person operating the taxicab to cease operation until the taximeter is repaired and in required working condition

Sec. 22.5-40. Accessible Taxicab (AT) CPNC reciprocity.

Only for the transport of a disabled passenger shall an accessible taxicab licensed in contiguous jurisdictions be allowed to originate a fare in St. Charles Parish. Fares shall be subject to rates listed in this chapter.

Sec. 22.5-41. Authority to establish rules and regulations.

The planning and zoning department and the sheriff are hereby authorized to establish rules and regulations to govern all drivers or owners and to carry out the provisions of this article.

Sec. 22.5-42. Failure to comply with any parish, state and federal laws.

Every driver failing to comply with parish, state or federal laws, in such a manner which would reflect unfavorably on his fitness of driving a taxicab, or who fails to pay the annual driver's permit fee, shall have his permit suspended or revoked and be considered as in violation of this article.

(a) The parish is hereby given authority to suspend for a period not exceeding ninety (90) days or to revoke, pursuant to the applicable procedure, any driver's permit or CPNC for due cause whenever the party has to his discredit one of the following:

(1) Conviction in any court of any offense involving moral turpitude;

(2) Conviction in any court for violating any of the disqualifying provisions of this article;

(3) Finding by the parish that the holder of the permit or CPNC has failed to comply with the provisions of this article;

(4) A combination of convictions in any court and/or suspensions totaling five (5) within one (1) year;

(5) Operation of a vehicle regulated by the provisions of this article when the operator's permit is under suspension; or

(6) Investigation by the parish revealing that the permit holder falsified or concealed information which would have disqualified the applicant as a recipient of a permit under this article.

(b) A driver's permit shall also be suspended or revoked for due cause whenever the party has to his discredit one of the following:

(1) Conviction in any court for drunken driving; or

(2) Five (5) or more moving violation convictions or three (3) or more convictions of moving violations within a period of twelve (12) months.

Sec. 22.5-43. Suspension and revocation.

The Sheriff may suspend or revoke any driver's permit and the Planning Department may suspend or revoke any CPNC if the holder has failed to comply with any of the provisions of this article. Upon suspension or revocation of a driver's permit or CPNC a written notice shall be sent via certified mail.

Sec. 22.5-44. Enforcement and Penalty.

a) The Sheriff, as chief law enforcement officer, is responsible for watching and observing the conduct of holders of CPNCs and drivers permits operating under this article. The sheriff's office shall be responsible to apprehend all violators of any of the terms of this article, and shall submit a record of all arrests and charges concerning operators or owners of taxicabs to the parish Planning Director for their records.

b) The provisions of this article shall be enforced by the sheriff's office. The parish shall recommend the size of fines, and the 29th Judicial District Court shall handle such fines. All fines for taxicab violations shall be collected by the sheriff's office and turned over to the parish.

c) Any person who shall permit another to operate or who shall knowingly operate or offer to operate for hire any vehicle as a taxicab in the parish without first having obtained an appropriate CPNC shall be guilty of a violation hereof and upon conviction shall be punished by a fine not exceeding one hundred dollars ($100.00) or imprisonment for a term not exceeding thirty (30) days, or both; each day shall constitute a new violation.

d) Any person not having been duly designated as a driver, or any person whose driver's permit has been revoked or suspended and who, during the time of such revocation or suspension, drives or operates for hire, a taxicab in the parish, shall be guilty of a violation hereof and upon conviction shall be punished by a fine not exceeding one hundred dollars ($100.00) or imprisonment for a term not exceeding thirty (30) days, or both; each day shall constitute a new violation.

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

And the ordinance was declared adopted this _____ day of _____, 2013, 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: _____

AIRPORT TAXI DECAL USE PROCESS
The Louis Armstrong New Orleans International Airport (LANOIA) has begun issuance of "Airport Taxi Use Decals" to Taxicabs with valid CPNCs from the City of New Orleans, Kenner, Jefferson Parish and St. Charles Parish who meet the new requirements set forth by the City of New Orleans and the New Orleans Aviation Board as follows:

162-58 Prohibited Vehicles

162-245 Law Enforcement to Check Applicant's Record

162-380 Criteria and regulation of inspection standards

162-611 Number of passengers per vehicle

162-613 Maximum Age of Taxicabs

162-657 Taximeter required; location

162-659 Credit/Debit Card Acceptance Machines

162-660 Security Systems

162-661 Global Positioning Systems (GPS)

12.13 Airport Taxi Use Decals

A. Every person desiring to operate a taxicab from LANOIA shall first obtain a current Airport Taxi Use Decal to be issued by LANOIA in accordance with the requirements set forth below as well as any related practices and procedures that may be established by LANOIA staff. A valid, current Airport Taxi Use Decal shall be prominently displayed on the windshield of each taxicab vehicle picking up on-demand passengers from LANOIA. Every person desiring to obtain an Airport Taxi Use Decal shall pay LANOIA an annual, non-refundable fee of $200, which fee may be amended at the discretion of the Board. Without limitation on the Board's discretion in establishing the fee, the fee may reflect all costs associated with provision, regulation, and/or management of taxicab services at LANOIA.

B. Any taxicab operator possessing a valid, current Certificate of Public Necessity ("CPNC") issued by the City of New Orleans and who has satisfied the requirements of Sections 162-58, 162-245, 162-380, 162-611, 162-613, 162-657, 162-659, 162-660, and 162-661 of the New Orleans City Code, as amended on April 19, 2012 and as may be further amended thereafter, shall be entitled to receive an annual (on a calendar year basis) Airport Taxi Use Decal.

C. Any taxicab operator possessing a valid, current CPNC issued by any jurisdiction with authority to allow for taxicab operation at LANOIA, other than the City of New Orleans, shall be entitled to receive an annual (on a calendar year basis) Airport Taxi Use Decal; provided that: (1) such jurisdiction has enacted

requirements for issuance of a CPNC which are compliant with the requirements set forth in subsections 12.13(D)(3)-(6) and section 12.14 below, and (2) the taxicab operator seeking an Airport Taxi Use Decal has satisfied such requirements.

D. Any other taxicab operator desiring to operate a taxicab from LANOIA shall be required to obtain an annual (on a calendar year basis) Airport Taxi Use Decal to be issued by LANOIA only upon full compliance with each of the following conditions:

(1) Payment to LANOIA of an annual, non-refundable inspection fee in an amount to be established by the Board in its sole discretion. Without limitation on the Board's discretion in establishing the fee, the fee may reflect all costs associated with the provision, regulation, and/or management of taxicab services at LANOIA. The inspection fee due under this subsection 12.13(D)(1) is in addition to the Airport Taxi Use Decal fee provided for in subsection 12.13(A) above.

(2) Possession and presentation of a valid, current CPNC issued by a jurisdiction with authority to allow for taxicab operation at LANOIA.

(3) Possession and presentation of a copy of a valid insurance certificate containing an endorsement that the policy is issued to comply with provisions of the Public Passenger Motor Vehicle Responsibility Law, La. R.S. 45:200.1 *et seq*. 2 v4 2012-07-19

(4) Possession and presentation of a copy of a valid, current vehicle registration.

(5) Possession and presentation of a valid, current safety inspection sticker (brake tag).

(6) Submission to, and satisfaction of, an inspection to determine compliance with the standards set forth in this section 12.13 and section 12.14 below.

E. Every taxicab driver shall operate his or her taxicab vehicle in compliance not only with these Rules and Regulations, but also with the laws of the State of Louisiana and the United States of America as well as the laws and ordinances of the governing authority that issued the operating permit to the driver/owner of the taxicab and of the governing authority of the location in which the taxicab is being operated.

12.14 Taxicab Operating Standards

A. The following vehicles are not eligible for operation as taxicab vehicles at LANOIA or eligible for receipt of an Airport Taxi Use Decal:

(1) Any vehicle which has ever been issued the title class of either "salvage", "rebuilt", "junk", "total loss", "reconditioned" or any equivalent classification in any jurisdiction.

(2) Any vehicle which has been previously used as a taxicab or law enforcement vehicle in any jurisdiction.

(3) It is the affirmative duty of the CPNC holder to ascertain that the vehicle is in compliance with this subsection.

(4) Any vehicle placed in operation by a CPNC holder in violation of this subsection is unsafe, and subject to immediate Airport Taxi Use Decal suspension and or revocation.

(5) CPNC holders may be required to submit a car history report at the CPNC holder's expense.

B. The name, photograph, and fingerprints of all applicants for an Airport Taxi Use Decal shall be submitted to an appropriate law enforcement agency for investigation, and a copy of the report shall be attached to the application for an Airport Taxi Use Decal and kept on file by LANOIA. The law enforcement agency/department investigating all applicants for Airport Taxi Use Decals shall utilize all reasonably available federal, state and local crime enforcement networks.

C. All vehicles shall have a fully functioning air conditioner and heater, brake lights, and door handles. No vehicle is permitted to have balding tires or other safety hazards. 3 v4 2012-07-19

D. All vehicles shall be maintained in a clean condition. There shall be no tears or rust holes in the vehicle body and no loose pieces such as fenders, bumpers or trim hanging from the vehicle body. There shall be no unrepaired body damage or any body condition that would create a safety problem or interfere with the operation of the vehicle.

E. Grills of all vehicles must be in place and complete. Paint must be well-blended with the natural configuration and color of the vehicle. Repairs should have a smooth surface. Engines must not give off excessive smoke/fumes or noise.

F. The time frame that deficient vehicles may operate with minor deficiencies, such as no hubcaps and deficiencies with signage is set at three days or the next inspection date, whichever is sooner.

G. The time frame that vehicles may operate when deficient for full paint job only is set at 15 calendar days.

H. All vehicles shall be inspected with the following criteria:

(1) Satisfaction of the requirements set forth in subsection 12.13(D)(1), (2), (3), (4), and (5) above.

(2) Exterior check list:
1. Head lights;
2. Taillights;
3. Stop and turn light signals;
4. License plate light;
5. Windshield (no dangerous cracks);
6. Vent glass;
7. Windshield wipers;
8. All door glass as well as rear window glass;
9. Door risers (glass riser);
10. Fenders;

11. Doors and door locks;
12. Main body;
13. Trunk lid;
14. Splash shields;
15. Bumpers;
16. Hub caps;
17. Color scheme;
18. CPNC numbers; 4 v4 2012-07-19
19. Stripes and stripe colors;
20. Name of CPNC holder (owner) in correct area (front fender);
21. Exhaust system (muffler and tail pipes);
22. Wheel alignment, toe in and camber (front wheels not more than one-half inch of play (in and out movement);
23. Tires, free of visible fabric tears or bulges;
24. Parking brakes (must be capable of holding vehicle on an incline);
25. Interior of vehicle (upholstery, floor mats, head lining, door panels) must be clean. Rate stickers must be displayed (interior rear);
26. Trunk compartment (must be clean and neat, should contain only radio equipment, tools and spare tire, with sufficient space for luggage). Solid flooring; and
27. Check meters, PIMs, camera systems, silent alarm, GPS.

(3) *Interior check list:*
1. Rear view mirror;
2. Steering wheel (should not have more than four inches free play and free from rough movement); and
3. Foot brakes (when applied should be effective (hold) with at least two inches pedal reserve and equalized).

I. It shall be unlawful to load more passengers in a taxicab beyond the vehicle's capacity as set forth by the vehicle's manufacturer. Seat belts must be available for each passenger. No taxicab shall be loaded with passengers in such a manner as to obstruct the view of the driver or otherwise interfere with the safe operation of the vehicle.

J. (1) No vehicle having a vehicle age greater than 11 years may be operated as a taxicab at LANOIA. For purposes of this article, the term "vehicle age" shall be determined based on the vehicle's model year, and a "year" shall be measured through the last day of that respective calendar year (for example, a vehicle with a model year of 2000 shall have a vehicle age of one year as of January 1, 2001). This ten-year age provision shall be temporary in nature and shall only remain in effect until December 31, 2013, after which time, it shall no longer be of any further force and effect, and said taxicab age provision shall convert to a "vehicle age" of no greater than seven years.

(2) As of January 1, 2013, no new or replacement taxicab vehicle may be operated as a taxicab at LANOIA if such vehicle is greater than five years old. However, any such new or replacement vehicle for which a CPNC is obtained may continue to be operated as a taxicab through that vehicle's seventh model year provided that the vehicle continues to 5 v4 2012-07-19

be in compliance with all other provisions of these Rules and Regulations which pertain to the regulation of taxicabs licensed to operate at LANOIA.

K. (1) Unless otherwise specifically provided herein, no owner or operator of any taxicab shall operate such vehicle unless it is equipped with a taximeter which shall automatically compute and register the amount of the fare on a basis of the miles traveled or the time elapsed (the fare reflecting the elapsed time if it occurs first or the mileage if it is traveled before the applicable time has elapsed). Each taximeter must show the amount of the fare on its face and shall be located in the cab in such position that the fare may be continuously seen both day and night by each and every passenger seated in the rear compartment of the vehicle. Each taximeter shall be placed in the taxicab in such a position that the flag will be visible from the street when in the for hire position. It shall be unlawful to transport passengers in a pay status in such vehicle unless such meter is in operation, except when charter rates, special event rates or airport rates are applied.

(2) Taximeters shall be hardwired to a passenger information monitor and dispense a receipt with the following information:
i. CPNC number;
ii. Driver ID;
iii. Trip ID;
iv. Distance of trip;
v. Date of trip;
vi. Time of trip;
vii. Fare charges;
viii. Extra charges;
ix. Total charges;
x. Taxicab company name and phone number; and
xi. The name and telephone number of the appropriate department, agency, or office for passengers to direct compliments or concerns.

L. All taxicabs shall be equipped with a fully functioning credit/debit card acceptance machine. Further, such credit/debit card acceptance machines are subject to the following regulations:
(1) The passenger shall have the ability to swipe his own credit or debit card.
(2) A payment card industry data security standard (PCI DSS) compliant passenger information monitor (PIM) must be installed in all taxicabs, and shall be integrated directly to the taximeter by means of a hard wire connection.
i. The PIM must communicate wirelessly to obtain approvals for credit and debit card transactions. The system shall provide communication back to the taxicab within ten seconds. 6 v4 2012-07-19

ii. All PIMS must be bolted to the head rest or in an area approved by LANOIA in the passenger compartment.
iii. The system must provide a printed receipt for every credit or debit card transaction. Hand written receipts are not allowed.
(3) A GPS receiver is required for the credit/debit card system.

(4) Drivers must be able to sign into the PIM using either a unique identifying number or biometrics.

(5) No surcharge may be imposed for the use of a credit/debit card so that the total charge exceeds the legal rate of fare.

(6) No minimum charge may be imposed for the use of a credit/debit card.

(7) No service may be refused to any person desiring to use a credit/debit card.

(8) LANOIA shall have unlimited online access to all information collected by the PIM.

M. All taxicabs shall be equipped with a security camera system.

(1) Any security camera system installed in a taxicab must meet or exceed the technical specifications set forth below:

(a) Be 100 percent solid state design;

(b) Be tamperproof and not operate with an "on/off" switch;

(c) Have system protections to ensure against voltage irregularities and power failures;

(d) Use non-volatile flash memory and record images using a first-in, first-out methodology, with an overwrite-protected memory for emergency events that cannot be overwritten;

(e) Be impact and shock resistant;

(f) Clearly record images in all lighting conditions, including bright sunshine, shade, darkness, total darkness, and when strong backlighting is present;

(g) Mark each image with the date, time, and vehicle number, and serial number of the camera; 7 v4 2012-07-19

(h) Be stored as or convertible to standard digital image formats;

(i) Must have a field of vision to capture all of the occupants of the vehicle;

(j) Be installed so that it will not interfere with the driver's field of vision or impede the use of any of the vehicle's mirrors;

(k) Must have all lead-free components;

(l) Must have 1 GB memory;

(m) Must record images at a resolution of at least 640 × 368 pixels;

(n) Must have image recording triggers;

i. Still image recording must by triggered by any vehicle door opening. Upon the trigger, still images must be recorded at a rate of one image every five seconds for 60 seconds, followed by one image every 15 seconds.

ii. Video images must be recorded on a looping basis, and image storage must by triggered by any vehicle door opening. Upon the trigger, video images must be recorded for 60 seconds prior to the door opening and 60 seconds after the door is closed;

iii. In an emergency-trigger event, system must be able to store 2.5 minutes worth of images prior to the trigger and 2.5 minutes after the trigger in an overwrite-protected format. Still image cameras must be equipped with an emergency trigger that will record images at the rate of one image per second for 60 seconds.

(2) Signage. All vehicles equipped with a security camera system must have a decal on the passenger and driver side rear windows stating, "This vehicle is equipped with a security camera."

(3) Use of digital still or video images. Access to any recorded image of persons in a taxicab is prohibited except by LANOIA or law enforcement officials. Violation of access to images shall result in revocation of an Airport Taxi Use Decal.

(4) Inspections. Camera systems must have the capability for inspection of the equipment that will indicate the system is functioning properly. The serial number of the camera must be readily accessible. LANOIA may also inspect the viewing facilities of the owner or licensed manager and may ask for verification of viewing logs and/or all other documentation and equipment. LANOIA, or any local jurisdiction that has adopted the reforms, will be required to inspect camera systems. 8 v4 2012-07-19

(5) Driver behavior modification features. For the purposes of driver education and modification of driver behavior, security camera systems shall be equipped with driver behavior modification features which collect and store data created by vehicle movement triggers such as sharp turns, sharp stops, or quick accelerations.

(a) A CPNC holder or company owners may view images from outward facing cameras only.

(b) Cameras recording for driver modification purposes should be positioned such that the perspective is outward and over the vehicle's hood.

(c) All images must be logged electronically and the electronic log provided on a quarterly basis to the bureau.

(d) LANOIA may view any reports and images associated with driver behavior upon request.

(6) Procedures for security camera systems approval. Only camera systems meeting the minimum requirements and approved by LANOIA may be installed.

(a) Applicants must submit a request for approval in writing and provide written technical specifications of the system; and

(b) Provide a demonstration of the system and all of its features to LANOIA. After reviewing the technical specifications and viewing the demonstration, LANOIA will respond directly to the vendor in

writing within 30 days of the demonstration stating if the system meets the minimum qualifications set forth for security cameras and has been approved for use by LANOIA.

(7) The equipment required by this rule shall be maintained in good working order at all times. If a CPNC holder changes the security camera equipment, he or she must notify LANOIA within 24 hours and the vehicle will be re-inspected to ensure compliance with this section.

(8) Every CPNC holder shall file, on a form designated by LANOIA, a detailed description of the safety features to be installed in each taxicab. This form shall be submitted at the time of licensing, renewal of licensing, and whenever there is a change of the safety features to be used in the taxicab.

(9) If LANOIA personnel or a law enforcement official requests access to any record produced by the digital security camera systems to assist in the investigation of any complaint or crime, the taxicab company must provide access to the record within 24 hours. Records may only be accessed by LANOIA, local law enforcement, or any local jurisdiction that has adopted the reforms, and only when a formal LANOIA complaint or police complaint number has been generated. 9 v4 2012-07-19

2013-0208

INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
CAROLYN K. SCHEXNAYDRE, COUNCILWOMAN-AT-LARGE, DIVISION A

ORDINANCE NO. _____

An ordinance directing the Parish Administration to expeditiously begin the process to fast-track the design and construction of 1) a replacement bulkhead and any other necessary related improvements in Des Allemands along Bayou Des Allemands between the Sunset Drainage District Levee (SDD) and a point toward the north to be identified during the design phase, 2) a certifiable floodwall along Badeaux Lane East with a floodgate crossing LA 306 with the floodwall tying into the SDD levee on each end, 3) a hump in Highway 90 with associated improvements in the immediate vicinity of the Paradis Canal to elevate the SDD levee from just south of Highway 90 to a point to be determined toward the north adjacent to LA 631, and 4) the raising of the crown of the SDD to the proposed Base Flood Elevations (BFE's) or higher elevations as may be needed, with these improvements being necessary to provide closure and flood protection to the District at an elevation at or above the proposed DFIRM BFE's in order to assist in the efforts to reduce the proposed BFE's in addition to simultaneously reducing the risk of flooding to the SDD; with funding to be provided for out of the Westbank Hurricane Protection Levee, Fund 310.

WHEREAS, this ordinance shall be known as the **"2013 Closure Ordinance"**; and,

WHEREAS, the Sunset Drainage District (SDD) is comprised of roughly 10,500 acres located on the Westbank of St. Charles Parish (SCP); and,

WHEREAS, the towns of Paradis, Des Allemands, and Bayou Gauche are located within the SDD; and,

WHEREAS, the majority of the structures built within the SDD were constructed at a minimum height of 12" above the street per Parish requirements; and,

WHEREAS, the Parish height requirement was adopted as a standard for this area due to it being located within an X-flood zone as shown on the May 2, 1983 and the revised June 16, 1992 Flood Insurance Rate Map (FIRM) Community Panel Number 220160 0175C provided to the Parish by the Federal Government; and,

WHEREAS, the overwhelming majority of the structures in the SDD were built at extremely low elevations as a result of following all Parish requirements in addition to the historical and current effective FIRMs put out by the Federal Government which were adopted by St. Charles Parish; and,

WHEREAS, on December 6, 2012, revised preliminary Flood Insurance Study (FIS) and the revised preliminary Digital Flood Insurance Rate Map (DFIRM) for SCP was presented; and,

WHEREAS, the proposed Base Flood Elevations (BFE) are well above the majority of the finish floor elevation of the residential structures within the SDD; and,

WHEREAS, the difference between the BFE and the finish floor elevation of the majority of homes in the SDD are such that the flood insurance rates are not affordable; and will result in many homeowners facing foreclosure; and,

WHEREAS, many residential property owners in this area in particular have been told that their actuarial risk-based premium rate are anticipated to increase over 4,700% over a 4 to 5 year period which equates to a premiums of over $12,000 per year with some increases to exceed $28,000 per year as we have come to learn; and,

WHEREAS, such astronomical premium rate increases will result in an extreme number of individuals losing their homes to foreclosure; and,

WHEREAS, these properties will not be marketable by the banks due to the astronomical premium rate increase resulting in vacant homes throughout the SDD; and,

WHEREAS, properties that cannot sell will result in the lowering or the evaporating of property values within the SDD and the lowering of property taxes to SCP; and,

WHEREAS, banks holding onto properties which are not sellable will have a negative impact on the banking industry; and,

WHEREAS, the Assessor has advised some home owners that his office is putting together the depreciation factors to determine a revised assessment which will be heavily dependent upon the estimated actuarial flood insurance rates and a heavy slowdown in real estate transactions which is expected to result in an incurable obsolescence rate near 60%; and,

WHEREAS, the public outcry relating to this dire situation which the residents, property owners, businesses, and the SCP Government itself is facing has been enormous to say the least and is unlike anything this Parish has ever seen before; and,

WHEREAS, numerous citizens in the SDD have requested that anything that can be done in an attempt to physically lower the proposed BFE's in order to minimize or eliminate the side effect of the astronomical premium increase must be pursued; and,

WHEREAS, SCP has committed to appeal the DFIRM's and has hired Dr. Joe Suhayda to coordinate and lead the Parish's efforts with the appeal in an effort to lower the BFE's; and,

WHEREAS, projects that can be designed and constructed in a relatively short period of time in order to assist Dr. Joe Suhayda's efforts to lower BFE's must be designed and constructed as quickly as possible; and,

WHEREAS, Dr. Suhayda has stated that any such projects would strengthen the Parish's ability to work out the DFIRM issues with FEMA if they see some willingness to take action to improve flood protection; and,

WHEREAS, there are four such projects in the SDD that can be implemented in an effort to have the proposed BFE lowered to reduce premiums to minimize or eliminate the side effects of the astronomical premium increases; and,

WHEREAS, one project, a bulkhead project, is to replace the deteriorating/failed bulkhead with a sheetpile wall with a top elevation of +/-7.0 feet as needed from the SDD Levee to a point north of the BNSF railroad that is to tie into a location of sufficient elevation to provide for flood protection, or to the LA 631 Bayou Des Allemands Bridge embankment at a minimum, with provisions to tie into a location of sufficient elevation to provide for flood protection; and,

WHEREAS, one project is the construction of a certifiable floodwall wall to elevation +/-9.0 feet on the north side of Badeaux Lane East from the SDD Levee at Kerry's Point to the SDD Levee north of the LA 306 bridge at Grand Bayou with a certifiable flood gate at its crossing with LA 306; and,

WHEREAS, one project is to add a hump in Highway 90 at the Paradis Canal in order to elevate the Highway to elevation +/-7.0 feet in order to allow the raising and the extension of the SDD levee to the Highway and onward to LA 631; and,

WHEREAS, one project is the raising of all portions of the SDD Levee which fall below the elevation of the proposed DFIRM BFE up to an elevation that equals or exceeds the BFE as may be determined to be needed in some areas; and,

WHEREAS, the St. Charles Parish Council (SCPC) adopted Ordinance No. 08-10-7 on October 20, 2008 to approve and authorize the execution of a contract for engineering services with Burk-Kleinpeter, Inc. for professional engineering services associated with Parish Project No. P080905 St. Charles Parish Westbank Hurricane Protection Levee and Urban Flood Control; and,

WHEREAS, the design of these projects fall under the purview of this existing contract; and,

WHEREAS, the Westbank Hurricane Protection Levee, Fund 310 has a current balance of roughly $27,000,000; and,

WHEREAS, the Westbank Hurricane Protection Levee Fund is projected to have a remaining balance in excess of $18,000,000 after deducting the projected cost to construct the Willow Ridge Levee; and,

WHEREAS, the estimated cost for the design and construction of these Westbank Hurricane Protection Levee projects is approximately $10,000,000; and,

WHEREAS, the Lafourche Basin Levee District (LBLD) has over $5,000,000 in funds available for use in providing levee construction and levee improvements to St. Charles Parish upon being directed to do so by the Parish President; and,

WHEREAS, the project to raise all portions of the SDD Levee, which fall below the elevation of the proposed DFIRM BFE, up to an elevation that equals or exceeds the BFE as may be needed in some areas, can be performed by the LBLD upon a simple request by the Parish President to do so; and,

WHEREAS, irrespective of any effect on lowering the BFE's, these projects will address areas of weakness whereby decreasing the risk of flooding to homes and property within the SDD; and,

WHEREAS, the closing in of the SDD as a result of these projects will provide for a secondary line of defense behind the proposed Westbank Hurricane Protection System that is proposed to extend from the Davis Diversion east guide levee to Bayou Lafourche, should it ever be designed, funded, and constructed; and,

WHEREAS, Parish President V.J. St. Pierre has stated that FEMA will not recognize a levee system unless it is a closed-in system; and,

WHEREAS, these improvements will provide for a closed-in system surrounding the communities of Paradis, Des Allemands, and Bayou Gauche; and,

WHEREAS, these improvements provide for the health, safety, and welfare of people living within the communities of Paradis, Des Allemands, and Bayou Gauche.

NOW, THEREFORE BE IT ORDAINED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby direct the Parish Administration to expeditiously begin the process to fast-track the design and construction of 1) a replacement bulkhead and any other necessary related improvements in Des Allemands along Bayou Des Allemands between the Sunset Drainage District Levee (SDD) and a point toward the north to be identified during the design phase, 2) a certifiable floodwall along Badeaux Lane East with a floodgate crossing LA 306 with the floodwall tying into the SDD levee on each end, 3) a hump in Highway 90 with associated improvements in the immediate vicinity of the Paradis Canal to elevate the SDD levee from just south of Highway 90 to a point to be determined toward the north adjacent to LA 631, and 4) the raising of the crown of the SDD to the proposed Base Flood Elevations (BFE's) or higher elevations as may be needed, with these improvements being necessary to provide closure and flood protection to the District at an elevation at or above the proposed DFIRM BFE's in order to assist in the efforts to reduce the proposed BFE's in addition to simultaneously reducing the risk of flooding to the SDD; with funding to be provided for out of the Westbank Hurricane Protection Levee, Fund 310.

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

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

ORD - SDD Projects (06-01-13)

CHAIRMAN:_____

SECRETARY:_____

DLVD/PARISH PRESIDENT:_____

APPROVED:_____ DISAPPROVED:_____

PARISH PRESIDENT:_____

RETD/SECRETARY:_____

AT:_____ RECD BY: _____

2013-0209
INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. _____

An ordinance directing the Parish President to execute an Intergovernmental Agreement with the Sunset Drainage District to provide for an operating subsidy for fiscal year 2013 for the operation and maintenance of the District's drainage system in the amount of $282,307.00 with funding from the General Fund.

WHEREAS, the revenues of the Sunset Drainage District (SDD) are insufficient to cover the entire cost of operating the District; and,

WHEREAS, the Board of Directors of the SDD has requested that St. Charles Parish subsidize their operations for fiscal year 2013 in the amount of $282,307.00; and,

WHEREAS, the previous request for funding was not approved following the Parish Administration's request not to provide the subsidy so as to the SDD to run out of operating funds in order for the Parish to take over the SDD; and,

WHEREAS, it would be fiscally irresponsible for the Parish to take over the SDD since it would cost all taxpayers of the Parish more to operate the SDD than the requested subsidy amount; and,

WHEREAS, the amount of the subsidy is many times less than the portion of the Parish-wide drainage taxes would have to be spent in the SDD should the Parish take over the SDD; and,

WHEREAS, all other areas of the Parish are benefiting by the Parish not having control of the SDD by allowing the tax money collected for drainage that would otherwise have to be spent in the SDD to be spent improving other areas of the Parish instead; and,

WHEREAS, the SDD has the ability to raise its levees to increase flood protection at a fraction of the cost of what it would take the Parish: and,

WHEREAS, the desire of the Parish Council is to provide the subsidy in order to allow the SDD to increase its flood protection; and,

WHEREAS, the intergovernmental agreement states that the SDD Board agrees to allow and to authorize St. Charles Parish Government to make all decisions, to grant any and all approvals, and to grant any permissions necessary on its behalf, relating to the incorporating of the District's levee into any future flood protection project or projects and to undertake the design, construction, and funding of any projects located within the boundary of the District which will enhance and/or increase flood protection to the District; and,

WHEREAS, the intergovernmental agreement states that the SDD Board agrees to enter into any and all Cooperative Endeavor Agreements with St. Charles Parish or any other entity that may be required in association with the incorporating of the District's levee into any future flood protection project or projects; and,

WHEREAS, with these provisions contained within the Intergovernmental agreement, the Parish will have the rights and the authority to act on the behalf of the SDD Board with respect to the incorporating of the SDD levee into any future flood protection project or projects which the Parish undertakes while allowing the SDD Board to continue in its mission.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the intergovernmental Agreement by and between the Parish of St. Charles and the Sunset Drainage District is hereby approved.

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

SECTION III. That $282,307.00 of the General Fund is hereby appropriated to fund the operating subsidy to the Sunset Drainage District.

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

And the ordinance was declared adopted this _____ day of _____, 2013, 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: _____

INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2013, by and between:

PARISH OF ST. CHARLES, P.O. Box 302, 15045 River Road, Hahnville, Louisiana 70057, a political subdivision of the State of Louisiana, operating under the provisions of the St. Charles Parish Home Rule Charter, herein represented by V.J. St. Pierre, Jr., Parish President, duly authorized by Ordinance No. _____, adopted by the Parish Council on the _____ day of _____, 2013.

AND

SUNSET DRAINAGE DISTRICT, 197 Badeaux Lane, Bayou Gauche, Louisiana, 70030, a political subdivision of the State of Louisiana, created by Ordinance No. 4-17-24 of the St. Charles Parish Police Jury, pursuant to Article XV of the 1921 Constitution of the State of Louisiana, herein represented by Eric Matherne, President, duly authorized by a resolution of its Board of Directors on the _____ day of _____, 2013.

WHEREAS, the Constitution of the State of Louisiana (Article VII, Section 14.C) provides that political subdivisions may engage in cooperative endeavors for public purposes; and,

WHEREAS, oil and gas royalty revenues of the Sunset Drainage District have drastically declined in recent years; and,

WHEREAS, the acreage tax levied by the district is presently insufficient to cover the cost of operating the district; and,

WHEREAS, the Sunset Drainage District Board of Directors has requested that St. Charles Parish temporarily subsidize the operations of the District for fiscal year 2013 in the amount of $282,307.00; and,

WHEREAS, the St. Charles Parish Council appropriated $282,307.00 of the General Fund Budget as an operating subsidy to the Sunset Drainage District for fiscal year 2013.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, it is agreed by and between the parties as follows:

SECTION I. The Parish hereby agrees to subsidize the operations of the Sunset Drainage District in the amount of $282,307.00 for fiscal year 2013 in equal quarterly installments.

SECTION II. The Sunset Drainage District Board hereby agrees to adequately maintain the drainage system within the boundaries of the district to protect the lives and property of the citizens residing within the district.

SECTION III. The Parish and the Sunset Drainage District Board hereby agree to recognize said subsidy in the efforts of the Parish to acquire certain property known as Lot 761 of the Sunset Drainage District.

SECTION IV. The Sunset Drainage District Board hereby agrees to allow and to authorize St. Charles Parish Government to make all decisions, to grant any and all approvals, and to grant any permissions necessary on its behalf, relating to the incorporating of the District's levee into any future flood protection project or projects and to undertake the design, construction, and funding of any projects located within the boundary of the District which will enhance and/or increase flood protection to the District.

SECTION V. The Sunset Drainage District Board agrees to enter into any and all Cooperative Endeavor Agreements with St. Charles Parish or any other entity that may be required in association with the incorporating of the District's levee into any future flood protection project or projects.

THUS DONE, EXECUTED AND SIGNED in St. Charles Parish, Louisiana, on the day, month and year first above written, in the presence of the below listed witnesses.

WITNESSES

_____

PARISH OF ST. CHARLES

BY: _____
V.J. ST. PIERRE, JR.
PARISH PRESIDENT

_____

SUNSET DRAINAGE DISTRICT

BY: _____
ERIC MATHERNE
PRESIDENT

2013-0210
INTRODUCED BY: PAUL J. HOGAN, PE, COUNCILMAN, DISTRICT IV
ORDINANCE NO. _____

An ordinance directing the Parish Administration to immediately begin the process provided for in R.S. 34:843 in having the owner of the sunken vessel Pretty Boy, located in the Scenic Waterway Bayou Des Allemands, be notified to provide a plan to timely raise the vessel; and directing the Parish Administration, with general funds, to raise and dispose of the vessel, in accordance with the provisions of the revised statute should the owner fail to submit a timely plan in accordance with the time provisions in revised statute or fails to have the vessel raised in accordance with the time provision approved by the Parish in the owner's plan, should one have been submitted and approved; and in the case of the Parish having to raise and dispose of the vessel, directing the Parish Administration to seek reimbursement in accordance with the provisions of the revised statute or other methods available to recoup any and all cost expended by the Parish relating to the vessel's removal as may be allowed by law.

WHEREAS, the sunken vessel Pretty Boy has been an eye sore to the residents in the vicinity of the sunken vessel and to the visitors to our Parish for 3 years; and,

WHEREAS, the owner has informed the Parish at least three times of dates by which he would have the vessel raised; and,

WHEREAS, the owner has failed to raise the vessel in accordance with each of the plans and commitments he made to the Parish; and,

WHEREAS, the Parish wishes to provide the owner with one last opportunity for the owner to raise the vessel; and,

WHEREAS, the Parish President has indicated that he will not take it upon himself to take the action from the owner or to place a lien on the owner's property should the owner fail to raise the vessel; and,

WHEREAS, the Attorney General has issued Opinion No. 12-0040 detailing the mechanism allowed in State law for the Parish to recoup its expenses in having the vessel raised; and,

WHEREAS, the Parish President has indicated that he will not take it upon himself to take the action necessary to have the vessel disposed of should the owner fail to have the vessel raised; and,

WHEREAS, the Parish Council desires to have the vessel removed in accordance with the provisions of State law should the owner fail to raise the vessel.

NOW, THEREFORE BE IT ORDAINED, THAT WE, THE MEMBERS OF THE ST. CHARLES PARISH COUNCIL, do hereby direct the Parish Administration to immediately begin the process provided for in R.S. 34:843 in having the owner of the sunken vessel Pretty Boy, located in the Scenic Waterway Bayou Des Allemands, be notified to provide a plan to timely raise the vessel; and directing the Parish Administration, with general funds, to raise and dispose of the vessel, in accordance with the provisions of the revised statute should the owner fail to submit a timely plan in accordance with the time provisions in revised statute or fails to have the vessel raised in accordance with the time provision approved by the Parish in the owner's plan, should one have been submitted and approved; and in the case of the Parish having to raise and dispose of the vessel, directing the Parish Administration to seek reimbursement in accordance with the provisions of the revised statute or other methods available to recoup any and all cost expended by the Parish relating to the vessel's removal as may be allowed by law.

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

And the ordinance was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

ORD - RAISE VESSEL (06-01-13)

CHAIRMAN:_____

SECRETARY:_____

DLVD/PARISH PRESIDENT:_____

APPROVED:_____ DISAPPROVED:_____

PARISH PRESIDENT:_____

RETD/SECRETARY:_____

AT:_____ RECD BY: _____

State of Louisiana
DEPARTMENT OF JUSTICE
P.O. BOX 94005
BATON ROUGE
70804-9005

JAMES D. "BUDDY" CALDWELL
ATTORNEY GENERAL

JUL 12 2012
OPINION 12-0040

172 **WATER & WATER COURSES – Boats, Motorboats & Vessels**

33 U.S.C. 409
43 U.S.C. 2101, *et seq.*
La. Const. Art. VII, Sec. 14
La. R.S. 34:801, *et seq.*; 34:843; 41:1605
La. Atty. Gen. Op. No. 07-0037; 07-0067

La. R.S. 34:843 sets forth the process for obtaining reimbursement for a governmental entity's removal of sunken vessels from waterways in Louisiana.

Hon. Calli T. Madere
Acting Council Secretary
St. Charles Parish Council
P.O. Box 302
Hahnville, LA 70057

Dear Ms. Madere:

You have requested an opinion from this office regarding what legal options are available to St. Charles Parish for the recovery of costs for the removal of a sunken vessel pursuant to the removal provisions of La. R.S. 34:843. That law provides the authority to various governmental entities to generally deal with objects "left unattended, stored, junked, or abandoned in any canal, coulee, drainage ditch, outfall canal, bayou, bay, lake, or any other waterway, whether navigable or not, or on the banks thereof within the state of Louisiana...".[1]

In this context, the governmental entities that may exercise the authority granted in La. R.S. 34:843 is similarly broad. The provision bestows the removal authority recited therein upon "...the federal, state, or local governing authority having jurisdiction thereof...".[2] The law also sets forth specific notice provisions that must be provided to the owner of a sunken vessel under various scenarios. Because these notice provisions are specific to various scenarios, we do not here summarize them, but rather refer you to La. R.S. 34:843(A)(1) and La. R.S. 34:843(A)(2) for a review of those provisions.[3] The notice provisions provide different notice mechanisms for situations in which a vessel owner is known or unknown.

Specifically to your question regarding cost recovery, in the event that the owner does not undertake the removal of the vessel following notice, La. R.S. 34:843(B) authorizes the governmental entity undertaking the actual removal of the vessel to,

---

[1] La. R.S. 34:843(A)(1). Under La. R.S. 34:843, a vessel is defined broadly as any "...tug, towboat, barge, watercraft, ship, vessel, equipment, machinery, or any object of any kind or description, whether foreign or domestic...". *Id.*
[2] La. R.S. 34:843(A)(1).
[3] La. Atty. Gen. Op. No. 07-0037 also contains a review of the notice provisions. A copy of that opinion is included herewith for your review.

> ...have the object removed at the owner's cost and junk, discard, or otherwise dispose of the object or sell, exchange, or otherwise transfer ownership of the object to any person, corporation, or entity whatsoever for any price or consideration which the authority may deem advisable, or for no consideration, and apply the proceeds received, if any, to the cost of removing the object, and the balance, if any, shall become the property of the authority.[4]

Thus, it is the opinion of this office that, should St. Charles Parish undertake vessel removals pursuant to La. R.S. 34:843(B), the Parish may recover its costs for such recovery from the sale of the vessel pursuant to La. R.S. 34:843(B). Under La. R.S. 34:843(B), the Parish is, when the owner is known, entitled to reimbursement of the actual costs of the removal and a recovery of any proceeds from the sale of the removed vessel. It is our opinion that, should the owner, after failing to remove a vessel covered by La. R.S. 34:843, pursuant to the notice provisions of that statute, the Parish may undertake the removal of the vessel itself and invoice the owner for the costs of the removal. Should the owner fail or refuse to pay the costs after such a demand is made, such costs may be recovered by simply filing a petition, under La. R.S. 34:843, against the known owner either in the jurisdiction in which the owner resides or where the vessel is recovered. Such suits are appropriate when public funds are expended that create debts resulting from the acts of private citizens such as the sunken vessel salvage contemplated here. In this regard, La. Atty. Gen. Op. No. 07-0067 is instructive, as it states (emphasis added):

> [w]e note that, Article VII, Section 14(A) of the 1974 Louisiana Constitution generally prohibits the loan, pledge and/or donation of public funds, credit and property to any person, association or corporation, public or private. Previous opinions of this office have determined that this constitutional provision requires public bodies to exercise reasonable means to recover erroneous payments, overpayments **and other debts owed to the public body**. Attorney General Opinion Nos. 05-0227, 05-0112, 03-0444; 01-63; 88-169.

The costs incurred by the parish for the recovery of a sunken vessel under La. R.S. 34:843, when the owner is known, would properly be classified as "other debts owed to the public body" that are recoverable under La. Const. Art. VII, Sec. 14(A). *Id.* Under La. Atty. Gen. Op. No. 07-0067, an action to recover the costs of the vessel recovery discussed herein would properly be classified as a debt collection – a matter that may be handled by the Parish or contracted out to a debt collection entity.[5]

---

[4] La. R.S. 34:843(B)(1). The quoted language applies to vessels that are not presenting a threat to the public or the environment. The same language exists for cost recovery when the vessel does present a threat to the public or the environment. See La. R.S. 34:843(B)(2).

[5] It is also important to note that La. R.S. 34:802, *et seq.*, provides a process for bringing an action against the owner of an obstruction within a waterway for damage cased by that obstruction. *See e.g., Babin v. Lyons Lumber Co.*, 61 So. 855 (La. 1913). Although not directly applicable to the current scenario, as La. R.S. 34:802, *et seq.*, contemplates an action for an actual injury, it is worthy to note in

In the event that the owner is not known, it is not possible to obtain the costs of recovery as provided for in La. R.S. 34:834(B). In that event, the recovery allowed by the law is limited to the amount that the Parish can obtain from the sale of the recovered vessel. In the event that the costs of the vessel salvage exceed the costs recovered under La. R.S. 34:843(B), this office is aware of no other provision that provides for additional recovery beyond the value of the vessel. In other words, if the owner is known, but the Parish undertakes the removal of the vessel after the requisite notices to the owner under La. R.S. 34:843(A), cost recovery for the Parish is limited to the value of the vessel and the Parish may not seek additional recovery against the owner.[6] The same logic would obtain in the event that the owner is unknown, as there would be no one against whom to seek cost recovery beyond the value of the vessel.

Beyond La. R.S. 34:843, in La. Atty. Gen. Op. No. 07-0037, we also noted that certain federal laws may be applicable to vessel removal obligations, to wit:

> According to the Wreck Act, 33 U.S.C. 409, the owner of a vessel is responsible for the removal of a sunken vessel. More specifically, the Act makes it unlawful to:
>
> > [s]ink, or permit or cause to be sunk, vessels or other craft in navigable channels ... in such a manner as to obstruct, impede, or endanger navigation ... and it shall be the duty of the owner, lessee, or operator of such sunken craft to commence the immediate removal ... and failure to do so shall be considered as an abandonment of such craft, and subject the same to removal by the United States ...
>
> 33 U.S.C. 409. Despite the reference to the United States being responsible for the removal of abandoned vessels, upon the failure of the owner to so remove, jurisprudence has interpreted this section to allow the application of State or local wreck laws so long as they do not conflict with existing federal admiralty law. *Askew v. American Waterways Operators, Inc.*, 411 U.S. 325 (1973).

In La. Atty. Gen. Op. No. 07-0037, this office found no conflict or preemption of La. R.S. 34:843 by the Wreck Act or any other federal law. In addition, although 33 U.S.C. 609 may be applicable to a particular salvage scenario, because the courts have generally

---

the event that an injury does occur before the Parish is able to remove the vessel at issue. In that case, per La. R.S. 34:802, *et seq.*, the liability for any injury remains with the owner.

[6] It is important to note here that although La. R.S. 34:843 limits recovery under that law to the value of the vessel, there is no indication that this provision is intended to be the only remedy available to the Parish. In situations where the owner is known but does not undertake his obligation to remove the vessel, nothing in Title 34 appears to limit the ability of the Parish to seek additional recovery for expenditures under general tort principles. It is axiomatic that the same reality could not apply to scenarios involving vessels with unknown owners, as there would be no one to sue in tort.

looked to local and state laws for the removal of sunken vessels, it is our opinion that La. R.S. 34:843 would be the appropriate law to apply to your situation.

This office would be remiss if it did not mention La. R.S. 41:1605(A) in the context of vessel recovery. We presume that your opinion request is directed at the recovery of modern vessels. However, if the vessel is located in State-claimed waters and it predates the twentieth century,[7] recovery of such a vessel and any of its contents, whether a hindrance to navigation or not, is not authorized by La. R.S. 34:843 and may only be accomplished pursuant to a permit from the Louisiana Division of Archaeology. Further, should a vessel be located on any property (sovereign water bottom or private property) that was a warship of any kind, its salvage is prohibited under La. R.S. 34:843 by the Sunken Military Craft Act.[8] This recent federal law prohibits the disturbance of war vessels of any nation, regardless of where they are located.[9]

We hope this sufficiently answers your inquiry; however, if we may be of further assistance please do not hesitate to contact our office.

Sincerely yours,

JAMES D. "BUDDY" CALDWELL
ATTORNEY GENERAL

By: _____
RYAN M. SEIDEMANN
Assistant Attorney General

JDC/RMS/tp

cc: Charles R. "Chip" McGimsey, Ph.D., Louisiana State Archaeologist

---

[7] Although La. R.S. 41:1605 is limited to vessels that predate the twentieth century, the federal law from which Louisiana gains the authority to regulate shipwrecks – the Abandoned Shipwreck Act, 43 U.S.C. 2101, *et seq.* – actually covers all such vessels that are potentially eligible for listing on the National Register of Historic Places. Be cause eligibility for National Register listing is an age of fifty years or more, it is probable that even many twentieth century wrecks in Louisiana are exempted from La. R.S. 34:843.

[8] Pub.L. 108-375, Div. A, Title XIV, §§ 1401 to 1408. It is also important to note that the Sunken Military Craft Act contains no temporal limits for the protections of covered wrecks.

[9] *See* Ryan M. Seidemann, Shipwreck Protection: Federal and State Law – A View From Louisiana, in Filipe Castro and Lindsey Thomas, eds., *2011 ACUA Underwater Archaeology Proceedings*, 66-73 (Advisory Council on Underwater Archaeology 2011).

State of Louisiana
DEPARTMENT OF JUSTICE
P.O. BOX 94005
BATON ROUGE
70804-9005

CHARLES C. FOTI, JR.
ATTORNEY GENERAL

OPINION NUMBER 07-0067
JUL 18 2007

71 MUNICIPALITIES

Municipalities may contract with private third parties for debt collection services.

Mr. John A. Gallagher
Louisiana Municipal Association
700 North 10th Street
P.O. Box 4327
Baton Rouge, Louisiana 70821

Dear Mr. Gallagher:

You requested an Attorney General's opinion regarding the authority of a municipal government to contract with a third party for the collection of debts owed to the municipal government. Specifically, you question whether an incorporated municipality has the authority to enter into a professional services contract with a private third party for debt collection services.

We note that in Attorney General Opinion No. 02-0232, we opined that the Town of Simmesport could contract with a collection agency to collect debts owed to it pursuant to La. R.S. 9:3576.6, which dealt with the regulation of collection agencies, and allowed municipalities to utilize collection agencies licensed and bonded under the Collection Agency Regulation Act. This statute was subsequently repealed by Act 638 of the 2003 Regular Session of the Louisiana Legislature. However, the municipality did not derive its authority to contract with collection agencies from this statute. Municipalities have general corporate powers, including the power to contract for services. R.S. 9:3576.6 merely dictated which collection agencies (those that were licensed and bonded) a municipality was authorized to contract with. Because the Collection Agency Regulation Act was repealed, those restrictions are no longer in effect.

We note that, Article VII, Section 14(A) of the 1974 Louisiana Constitution generally prohibits the loan, pledge and/or donation of public funds, credit and property to any person, association or corporation, public or private. Previous opinions of this office have determined that this constitutional provision requires public bodies to exercise reasonable means to recover erroneous payments, overpayments and other debts owed to the public body. Attorney General Opinion Nos. 05-0227, 05-0112, 03-0444; 01-63; 88-169. The use of a private third party for debt collection services to recover amounts owed to a municipality would seem to be a reasonable means to recover such amounts. Therefore, it is our opinion that municipalities may contract with private third parties for debt collection services.

Trusting this adequately responds to your request, we remain

Yours very truly,

CHARLES C. FOTI, JR.
ATTORNEY GENERAL

BY: _____
KENNETH L. ROCHE, III
Assistant Attorney General

CCF, JR/KLR, III/crt

State of Louisiana
DEPARTMENT OF JUSTICE
P.O. BOX 94005
BATON ROUGE
70804-9005

CHARLES C. FOTI, JR.
ATTORNEY GENERAL

APR 0 9 2007

OPINION NUMBER 07-0037

172 WATER & WATER COURSES –Boats, Motorboats & Vessels

33 U.S.C. 409
46 U.S.C. 12302-12304
La. R.S. 29:721 - 725 .
La. R.S. 30:2413.1
La. R.S. 34:843
La. R.S. 34:851.20

DEQ possesses the necessary legal authority to act as the agency responsible for the removal and disposition of vessels abandoned and grounded by the 2005 hurricane season. During the removal and disposition process, DEQ must follow the procedure outlined in La. R.S. 34:843.

Mike D. McDaniel, Ph.D
Secretary
Louisiana Department of Environmental Quality
Post Office Box 4302
Baton Rouge, LA 70821-4302

Dear Secretary McDaniel:

You have requested an opinion of this Office regarding the legal authority of various agencies of government to dispose of abandoned vessels left behind by Hurricanes Katrina and Rita. Specifically, you ask whether the Louisiana Department of Environmental Quality ("DEQ") has the authority to remove and properly dispose of vessels left abandoned or destroyed by the 2005 hurricane season when such vessels either remain on public rights of way or public property or pose a threat to public safety under La. R.S. 34:843 or other applicable State or federal law. Additionally, you have asked this Office to advise you on the proper procedure to be followed for the removal and disposal of such vessels. Based on the following analysis of both State and federal law, we opine that DEQ, under the specific circumstances herein, does have the authority to remove and dispose of abandoned vessels. This authority derives from several sources, as are discussed in more detail, *infra*, including: (1) the Louisiana Homeland Security and Emergency Assistance and Disaster Act; and (2) Act Number 662 of the 2006 Regular Session of the Louisiana Legislature.

Background

The pertinent factual background accompanying your request states that subsequent to Hurricanes Katrina and Rita in 2005, DEQ participated in several emergency meetings to discuss, among other things, the environmental concerns posed by vessels on public and private property. Due to DEQ's technical expertise and its availability of resources, DEQ was tasked with and agreed to handle management of the contracts for vessel removal and disposal. Funding for this process was to be provided by the Federal Emergency Management Agency through the Governor's Office of Homeland Security and Emergency Assistance and Preparedness ("GOHSEP").

Louisiana Law Under a State of Emergency, Generally

Before delving into the specific issues raised by your request, it is important to first discuss the unique situation created by the 2005 hurricane season, and Louisiana's ensuing response. Hurricanes Katrina and Rita wrought havoc on Louisiana's coastal parishes. The levee systems protecting the residential communities in these parishes were overwhelmed and inundated. Hurricane Katrina made landfall on the Louisiana coast on the morning of August 29, 2005, as a Category 3 hurricane, with sustained winds of 125 mph (205 km/h) near Buras-Triumph, Louisiana.[1] Approximately one month after Hurricane Katrina, Hurricane Rita made landfall on September 24, 2005, near the Texas-Louisiana border as a Category 3 hurricane.

Pursuant to State of Louisiana Proclamation Nos. 48 KBB 2005 and 53 KBB 2005, Governor Kathleen B. Blanco declared states of emergency in Louisiana as a result of these storms. The purpose of these proclamations was to first give governmental authorities time to prepare for the hurricanes, and in the aftermath of the storms, to allow them ample opportunity to address the damage and destruction caused by Hurricanes Katrina and Rita.[2]

It is important to note that under Louisiana's Homeland Security and Emergency Assistance and Disaster Act, La. R.S. 29:721, *et seq* (hereinafter sometimes referred to as the "Disaster Act"), upon a declaration of an emergency or disaster by the Governor the State's emergency response and recovery program under the command of the director of GOHSEP is activated. La. R.S. 29:724. Simply put, once the Governor declares a state of emergency the provisions of the Disaster Act go into effect and remain in effect until such time that the state of emergency is terminated. Thus, for purposes of this opinion, since the state of emergency has been extended until March 19, 2007, the provisions in the Disaster Act and the powers and duties of the Governor and GOHSEP must be analyzed in conjunction with other relevant State and federal laws.

---

[1] Knabb, Richard D.; Rhome, Jamie R.; Brown, Daniel P. (December 20, 2005). Tropical Cyclone Report: Hurricane Katrina: 23-30 August 2005 (http://www.nhc.noaa.gov/pdf/TCR-AL122005_Katrina.pdf). (PDF) *National Hurricane Center*. Last visited on 03/05/2007.

[2] Proclamation No. 48 KBB 2005 was issued to respond to the threat of Hurricane Katrina and has been in effect since August 26, 2005. Furthermore, pursuant to State of Louisiana Proclamation No. 13 KBB 2007 the State of emergency has been extended through March 19, 2007. Proclamation No. 53 KBB 2005, which implements a State of emergency as a result of Hurricane Rita, has been in effect since September 20, 2005 and has been extended through March 19, 2007, in accordance with State of Louisiana Proclamation No. 12 KBB 2007.

Jurisdiction and Authority Over Unclaimed, Abandoned/Grounded Vessels

A. The Disaster Act

There are several provisions of Louisiana's Disaster Act that are applicable to the determination of whether DEQ has the authority to remove and dispose of abandoned and wrecked vessels. As a starting point, upon the declaration of a state of emergency, the Act provides the Governor with several powers that enable her to "[meet] the dangers to the State and people presented by emergencies or disasters." La. R.S. 29:724(A). Indeed, the stated purpose of the Act, as outlined in subsection 722, is to ensure that the State is in a position to "respond to, or recover from these events, and generally preserve the lives and property of the people..." As applied to this specific situation, the Governor is given the authority to "utilize all available resources of the State government" and to "transfer the direction, personnel, or functions of State departments and agencies or units thereof for the purpose of performing or facilitating emergency services." La. R.S. 27:724(D). Thus, even if DEQ does not have the authority absent an emergency to dispose of abandoned vessels, the Governor is authorized to transfer that authority to DEQ if she determines that such a transfer is necessary to promote the recovery of the State.

Furthermore, the director of GOHSEP is also authorized to coordinate the activities of all State agencies and organizations and otherwise cooperate with agencies and organizations of other states and of the federal government. La. R.S. 29:725. In fact, the chain of command created by the Disaster Act places the director of GOHSEP directly under the direction and control of the Governor and requires that all State agencies and departments comply with the directives from GOHSEP relating to emergency planning and operations. *Id.*

Consequently, DEQ first acquired the authority to act as the agency responsible for the removal and disposal of abandoned and wrecked vessels when GOHSEP tasked it to handle the management of such activities. As verification of this assignment, attached to your opinion request is a letter from GOHSEP to DEQ Secretary Mike McDaniel, dated February 2, 2007, which states, in pertinent part:

> This is to confirm that, in the aftermath of these two catastrophic events, the Louisiana Department of Environmental Quality (LDEQ) was designated as the state agency having jurisdiction and authority for removal and disposal of all unclaimed, abandoned vehicles and unclaimed, abandoned/grounded vessels, whether situated on private or public property, as a result of one or both hurricanes. This designation was made pursuant to the provisions of La. R.S. 29:721, et seq.

Thus, this Office is of the opinion that the Disaster Act, along with the above referenced letter, provide support for the conclusion that DEQ possesses the legal authority to remove and dispose of all unclaimed and abandoned vessels remaining on private or public property as a result of the 2005 hurricane season.

B. Act No. 662 of 2006 Regular Session and DEQ's Debris Mission

The Disaster Act is not the only Louisiana law lending support for DEQ's authority over abandoned hurricane damaged vessels. In September of 2005, DEQ prepared a Hurricane Katrina Debris Management Plan.[3] Additionally, during the 2006 Regular Session of the Louisiana Legislature, Act 662 was passed. This Act tasked DEQ with the development and implementation of a comprehensive debris management plan (hereinafter sometimes referred to as the "debris mission"). The purpose of such a plan was the facilitation of a "reasonable, efficient, and prompt recovery from natural disasters that will be protective of human health and the environment." La. R.S. 30:2413.1, as enacted by Act No. 662 of the 2006 Regular Session of the Louisiana Legislature. It also important to note that Act 662 required that the plan be consistent with State and federal law and not supercede any ordinance adopted by a local governing authority. *Id.* DEQ utilized portions of its 2005 Debris Management Plan in conjunction with the dictates of Act 662 to create the "Comprehensive Plan For Disaster Clean-up and Debris Management.[4]

Because this plan was mandated by the Louisiana Legislature, DEQ's authority to respond to clean-up of hurricane debris, including the removal and disposal of abandoned vessels, is fully supported by the laws of this State. In fact, the letter from GOHSEP confirming DEQ's authority states, "[i]n addition, LDEQ's jurisdiction was recognized as part of the agency's hurricane debris mission." The letter goes on to state that:

> This designation and authorization were made in full consultation and agreement with other agencies and offices of affected state and federal government, including the Governor's Office of Homeland Security and Emergency Preparedness, the Louisiana Department of Justice, the Louisiana Department of Transportation and Development, the Louisiana Department of Public Safety, the Louisiana Department of Wildlife and Fisheries, the Louisiana Recovery Authority, the United States Coast Guard, and the Federal Emergency Management Agency. All federal, state, and local debris mission partners were asked to provide assistance, cooperation, and consultation to the LDEQ consistent with their mandates/authorities/jurisdictions and LDEQ was to continue to coordinate with its federal, state, and local government partners.

See GOHSEP letter dated February 2, 2007.[5] Therefore, as to the question of whether DEQ has the legal authority to remove and dispose of abandoned hurricane damaged vessels, the answer is in the affirmative and is supported by Louisiana law under both Title 29 and Act 662. It is important to note that DEQ continues to be responsible for

---

[3] This plan was released on September 28, 2005, and revised on October 14, 2005.
[4] The latest revision of this plan occurred in August 2006. A copy of this plan can be found at http://www.deq.louisiana.gov/portal/portals/0/news/pdf/DEQDebrisPlan-8-25-FINAL.pdf. Site last visited on March 1, 2007.
[5] On file with the Louisiana Department of Justice.

cooperating and coordinating its recovery activities with all other federal, state, and local debris mission partners. The question of whether that has properly been done is a factual one, outside the scope of this opinion.

Proper Procedure for the Removal and Disposal of Abandoned Vessels

The determination of whether DEQ has the authority to dispose of abandoned vessels and the proper procedure to be followed for such disposal is important because FEMA requires strict adherence with local, state, and federal laws in order to secure reimbursement for expenses.[6] Thus, because you stated in your request that funding for the management of vessels would be provided by FEMA, it is prudent that DEQ remain in compliance with all laws during the process.

The logical place to begin this analysis is to look to federal law to ensure that there is no law that either governs the procedure for the handling of abandoned vessels or specifically preempts State and local laws. According to the Wreck Act, 33 U.S.C. 409, the owner of a vessel is responsible for the removal of a sunken vessel. More specifically, the Act makes it unlawful to:

> [s]ink, or permit or cause to be sunk, vessels or other craft in navigable channels...in such a manner as to obstruct, impede, or endanger navigation...and it shall be the duty of the owner, lessee, or operator of such sunken craft to commence the immediate removal...and failure to do so shall be considered as an abandonment of such craft, and subject the same to removal by the United States...

33 U.S.C. 409. Despite the reference to the United States being responsible for the removal of abandoned vessels, upon the failure of the owner to so remove, jurisprudence has interpreted this section to allow the application of State or local wreck laws so long as they do not conflict with existing federal admiralty law. *Askew v. American Waterways Operators, Inc.*, 411 U.S. 325 (1973). Furthermore, because both the Louisiana Disaster Act and Act 662 require DEQ to coordinate and cooperate with other federal, state, and local agencies, safeguards exist to ensure that DEQ remains in compliance with federal law during the removal and disposal process.

Having thus determined that federal law does not prohibit the State from establishing a procedure for the proper removal of abandoned vessels, we now turn to an analysis of Louisiana law. Louisiana Revised Statute 34:843 provides for the removal and other disposition of abandoned vessels by the "federal, state, or local governing authority having jurisdiction thereof." Because this Office has opined that DEQ possesses the authority and jurisdiction over the removal and disposition of abandoned vessels, we now address the procedure DEQ must follow during such process.

---

[6] For a more detailed discussion of FEMA policies on reimbursement, *see*, La. Atty. Gen. Op. No. 05-0373.

La. R.S. 34:843 provides for the proper procedure to be used when removing and disposing of abandoned vessels. The procedure is, generally, as follows:

(1) DEQ is to provide written notice by certified mail to the title owner of the abandoned vessel and the owner is given thirty days within which to provide a plan for removal of the vessel.

(2) If the title owner of the vessel cannot be identified, DEQ must publish in the official journal of the parish where the vessel is located a notice that the vessel will be removed and disposed of by DEQ after thirty days of publication.

(3) If the owner provides DEQ with a plan for removal of the vessel within the thirty day time delay, DEQ must approve or reject the plan within thirty days of submission.

(4) If a plan of removal is not presented to DEQ, or is rejected, then DEQ may remove and dispose of the vessel, or sell, exchange, or otherwise transfer ownership of the vessel to any person, corporation, or entity for any price or consideration that DEQ deems reasonable.

(5) If the vessel poses an immediate threat to life or property, DEQ may remove and dispose of the object without waiting for the thirty day time delay to run.[7]

Simply put, regardless of the cause for the abandonment, wreck, or grounding of a vessel, the onus for removal of such vessel is placed on the owner under both federal and State law. This conclusion is further supported by laws governing documentation of vessels. According to federal law, all undocumented vessels[8] must have a number issued by a state, along with a certificate of number. 46 U.S.C. 12302-12304. The owner of a numbered vessel is then under a legal duty to notify the state of the destruction or abandonment of the vessel. *Id.* This requirement is also placed on the vessel owner by Louisiana law, which provides that the owner of a numbered vessel shall furnish the State with notice of the destruction or abandonment of the motorboat or sailboat. La. R.S. 34:851.20.

Thus, the proper procedure to follow during the removal and disposition of vessels abandoned or grounded in the aftermath of Hurricanes Katrina or Rita is that procedure outlined in La. R.S. 34:843. Once again, please note that DEQ must also remain in compliance with federal and local laws during such disposition; therefore, it is prudent that DEQ continue its mission with the cooperation of, and in consultation with, the appropriate federal, state, and local governments.

---

[7] La. R.S. 34:843.

[8] Under federal law vessels engaged in a trade must be issued a certificate of documentation. 46 U.S.C. 12102. All other undocumented vessels equipped with propulsion machinery—most of the vessels being handled by DEQ would fall under this category—must have a number issued to it by the State in which the vessel is principally operated. 46 U.S.C. 12301.

Conclusion

In conclusion, this Office is of the opinion that pursuant to the powers granted to the Governor and GOHSEP under the Louisiana Homeland Security and Emergency Assistance and Disaster Act as well as the debris mission developed by DEQ pursuant to the mandate of Act Number 662 of the 2006 Regular Session of the Louisiana Legislature, DEQ does possess the necessary legal authority to act as the agency responsible for the removal and disposition of vessels abandoned and grounded by the 2005 hurricane season. During the removal and disposition process, DEQ must follow the procedure outlined in La. R.S. 34:843. Specifically, DEQ must ensure that the registered owners of the vessels are notified of the existence of the abandoned vessel and must be provided with an opportunity to present a plan for the removal of the vessel. If no such plan is presented or if the vessel poses an immediate danger to life or property, DEQ have the vessel removed after timely notification to the owner, and may then dispose, sell, or exchange the vessel as stated in the statute.

We hope that this sufficiently answers your inquiry, however if we may be of further assistance please do not hesitate to contact our Office.

Yours truly,

CHARLES C. FOTI, JR.
ATTORNEY GENERAL

By: _____
Megan K. Terrell
Assistant Attorney General

CCF, Jr./MKT/tp

2013-0211

INTRODUCED BY: V.J. ST. PIERRE, JR., PARISH PRESIDENT (DEPARTMENT OF PUBLIC WORKS)

ORDINANCE NO. _____

An ordinance approving and authorizing the execution of Change Order No. 1 for Parish Project No. P081102-4 Dunleith Canal Stabilization – Phase 3 to increase the contract time by thirty (30) days.

WHEREAS, Ordinance No. 12-12-6 adopted December 3, 2012, by the St. Charles Parish Council, approved and authorized the execution of a contract with Advance Quality Construction, Inc. for Parish Project No. P081102-4 Dunleith Canal Stabilization – Phase 3; and,

WHEREAS, the increase in contract time is required to address the discrepancy between the issued for bid specifications and the executed Contract Documents and Notice to Proceed.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS,

SECTION I. That Change Order No. 1 for Parish Project No. P081102-4 Dunleith Canal Stabilization – Phase 3 to increase the contract time by thirty (30) 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 _____, 2013 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: _____

CHANGE ORDER

No. One (1) 63

DATE OF ISSUANCE May 30, 2013 EFFECTIVE DATE

OWNER St. Charles Parish Department of Public Works/Wastewater
CONTRACTOR Advanced Quality Construction, Inc.
Contract: P081102-4: Dunleith Canal Bank Stabilization - Phase III
Project: P081102-4: Dunleith Canal Bank Stabilization - Phase III
OWNER's Contract No. P081102-4 ENGINEER's Contract No. 2008-21-800
ENGINEER Evans-Graves Engineers, Inc.

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

Description:

1. Delete the Following Work Items: (N/A)
2. Add the Following Work Items: (N/A)
3. Revise the Following Work Item Quantities: (N/A)

Reason for Change Order: This is a no-cost Change Order to increase the Contract Time by thirty (30) calendar days, from one-hundred fifty (150) calendar days to one-hundred eighty (180) calendar days, due to a discrepancy between the issued for bid Project Specifications and the executed Contract Documents and Notice to Proceed.

1. Dunleith Canal Stabilization Phase 3 was initially advertised in August 2012 with a Contract Time of one-hundred fifty (150) calendar days. The bid was cancelled so that the scope of work could be revised to include additional wall anchors in the previously completed Phase 2 and in phase 3 as well. This new anchoring system was successfully installed in Phase 1 and adds additional support in areas where sheet piles have to be cut short due to underground obstructions.
2. During the additional design time, project specifications were revised to include the anchor bid items. It was estimated that an additional thirty (30) days were required, and so the Contract Time was increased to one-hundred eighty (180) calendar days.
3. The "issued for bid" and "issued for construction" specifications each contained the new Contract Time of one-hundred eighty (180) calendar days.
4. A Contract Time of one-hundred fifty (150) calendar days appears in the executed Contract and the signed Notice to Proceed; it is assumed that older versions of these documents were mistakenly used rather than the revised documents reflecting the new Contract Time based on the added bid items.
5. We believe that one-hundred eighty (180) calendar days should be the Contract Time for the scope of work awarded to the Contractor, Advanced Quality Construction, Inc., as reflected in the "issued for bid" and "issued for construction" project specifications.

Attachments: (N/A)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ _____ N/A _____	Original Contract Times: Substantial Completion: July 14, 2013 Ready for final payment: August 28, 2013
Net Increase (Decrease) from previous Change Orders No. ___ to ___: $ _____ N/A _____	Net change from previous Change Orders No. (N/A) to No. (N/A) : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: $ _____ N/A _____	Contract Times prior to this Change Order: Substantial Completion: July 14, 2013 Ready for final payment: August 28, 2013
Net increase (decrease) of this Change Order: $ N/A _____	Net increase (decrease) this Change Order: Substantial Completion: increase 30 calendar days Ready for final payment: increase 30 calendar days
Contract Price with all approved Change Orders: $ _____ N/A _____	Contract Times with all approved Change Orders: Substantial Completion: August 13, 2013 Ready for final payment: September 27, 2013

RECOMMENDED:	APPROVED:	ACCEPTED:
By: _____	By: _____	By: _____
ENGINEER (Authorized Signature)	OWNER (Authorized Signature)	CONTRACTOR (Authorized Signature)
Date: 5-30-13	Date: _____	Date: 5/31/13

EJCDC 1910-8-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

2013-0045

RESOLUTION NO. _____

A resolution appointing a member to the Sunset Drainage District.

WHEREAS, There exists a vacancy on the **SUNSET DRAINAGE DISTRICT** due to the expiration of the term of Mr. Curlis J. Matherne on May 9, 2013; and,

WHEREAS, The Council is desirous of filling this vacancy; and,

NOW, THEREFORE, BE IT RESOLVED, that _____ _____ be appointed to the **SUNSET DRAINAGE DISTRICT**; and,

BE IT FURTHER RESOLVED, that this appointment shall be effective as of **MAY 9, 2013** and terminate **MAY 9, 2018**.

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

And the resolution was declared adopted this _____ day of _____, 2013, to become effective five (5) days after publication in the Official Journal.

APPOINT Sunset Drainage (C.Matherne)

CHAIRMAN:_____

SECRETARY:_____

DLVD/PARISH PRESIDENT:_____

APPROVED:_____ DISAPPROVED:_____

PARISH PRESIDENT:_____

RETD/SECRETARY:_____

AT:_____ RECD BY: _____

Sunset Drainage District

197 Badeaux Lane
Des Allemands, LA.70030

RECEIVED
JUN 12 2013
PARISH COUNCIL

Mail:
P.O. Box 3647
Paradis, Louisiana 70080

JUNE 9, 2013

ST. CHARLES PARISH
OFFICE OF THE COUNCIL
P.O. BOX 302
HAHNVILLE, LA. 70057

ATTENTION: TIFFANY CLARK COUNCIL SECRETARY

DEAR MS. CLARK,

I HAVE REVIEWED THE PETITION SIGNATURES SUBMITTED ON BEHALF OF MR. CURLIS MATHERNE.

HE HAS MORE THAN ENOUGH SIGNATURES OF SUPPORT TO HAVE HIM REAPPOINTED AS ACOMMISSIONER OF SUNSET DRAINAGE.

BEST WISHES,

L J FRICKEY
SECRETARY

CC/ FILE

RECEIVED
MAY 28 2013
PARISH COUNCIL

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of _____ to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
1.	Catherine Porthouse (SIGN)	113 Dixie Dr.	
	Catherine Porthouse (PRINT)	Des Allemands, LA 70030	5/25/13
2.	[illegible] (SIGN)	113 DIXIE DR.	
	FRED SINCLAIR (PRINT)	DES ALLEMANDS	5-25-13
3.	Jewell Harred (SIGN)	Des Allemands	5-25-13
	Paul Higgelson (PRINT)	109 Dixie Dr	5-25-2013
4.	[illegible] (SIGN)	Des Allemands	
	PAUL Higgelson (PRINT)	Dixie Dr	5-25-2013
5.	[illegible] (SIGN)	107 Dixie Dr.	
	Bill Berthelot (PRINT)	107 Dixie Dr	5-25-13

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RECEIVED
MAY 28 2013
PARISH COUNCIL

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of Carlos Mathews to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
6.	Ronald Dufrene (SIGN)	102 Dixie Dr	
	Ronald Dufrene (PRINT)	Des Allemands LA	5-25-13
7.	Grace C Dufrene (SIGN)	102 Dixie Dr.	
	Grace C. Dufrene (PRINT)	Des Allemands, La	5-25-13
8.	[illegible] (SIGN)	103 Dixie Dr	
	WES Sheppard (PRINT)	Des Allemand	5-25-13
9.	Lauali D. Dufrene (SIGN)	106 Dixie Dr Des Allemands La	
	Lauali N. Dufrene (PRINT)		5/25/13
10.	Donald P. Dufrene Sr. (SIGN)	" " "	
	Donald P. Dufrene SR (PRINT)	Des Allemands La 70030	5/25/13

RECEIVED
MAY 28 2013
PARISH COUNCIL

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of Carolyn Matherne to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
11.	Donald Kuppel (SIGN)	118 Dixie Dr. Des Allemands LA 70030	5/25/13
	DONALD KUPPEL (PRINT)		
12.	Juanita O. Guidry (SIGN)	128 Dixie Dr. Des Allemands LA 70030	
	Juanita O. Guidry (PRINT)		5/25/13
13.	Allen Guidry (SIGN)	128 Dixie Dr Des Allemands LA 70030	
	Allen Guidry (PRINT)		5/25/13
14.	Marylynn Matherne (SIGN)	219 Mark St	
	Mary Ann Matherne (PRINT)	Des Allemands, La	5/26/2013
15.	Ernest Matherne (SIGN)	219 Mark St	
	Ernest Matherne (PRINT)	Des Allemands La	5/26/13

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RECEIVED
MAY 28 2013
PARISH COUNCIL

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of Carlo Matthews to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
16.	(SIGN)	204 2nd St	
	Kara M. Dufrene (PRINT)	Des Allemands LA 70030	5/26/2013
17.	(SIGN)	126 Dixie Dr	
	Chris A. Triche (PRINT)	Des Allemands LA 70030	5-27-2013
18.	(SIGN)	124 Dixie Dr.	
	Melanie L. Triche (PRINT)	Des Allemands, La	5/27/13
19.	GARLAND BOURGEOIS (SIGN)	129 DIXIE DR	5/27/13
	Garland Bourgeois (PRINT)	DES ALLEMANDS, LA	5/27/13
20.	Barbara Bourgeois (SIGN)	129 Dixie Dr. Des Allemands, LA 70030	
	Barbara Bourgeois (PRINT)	Des Allemands, LA	5/27/13

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RECEIVED
MAY 28 2013
PARISH COUNCIL

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of Curtis Matthews to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
21.	Donna Tarabella (SIGN)	117 Dixie Dr.	
	DONNA Tarabella (PRINT)	Bayou Gauche, LA 70030	5/28/2013
22.	Felicia Arnaud (SIGN)	101 DIXIE DR DesAllemand, LA	5-28-2013
	Joseph ARNAUD (PRINT)	101 DIXIE DR Des Allemand, LA	
23.	Duane Miguez (SIGN)	133 Bayou Est. Drive	
	Duane Miguez (PRINT)	DesAllemands	5/28/13
24.	Terry Breaux (SIGN)	140 Dixie Drive	
	Terry Breaux (PRINT)	140 Dixie Drive	5-28-13
25.	Lori L. Beard (SIGN)	1160 Pleasant Valley	
	Lori L. Beard (PRINT)	1160 Pleasant Valley	5-28-13

6-3...
48

RECEIVED
MAY 28 2013
PARISH COUNCIL

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of CURLIS J. MATHERNE to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
1.	Sandra G. Miguez (SIGN)	133 Bayou Estates Drive	
	Sandra G. Miguez (PRINT)	133 Bayou Estates Drive	4/19/13
2.	Curlis J Matherne (SIGN)	125 DIXIE DRIVE	
	CURLIS J. MATHERNE (PRINT)	DES. ALLEMANDS, LA 70030	4/19/13
3.	Joyce N. Matherne (SIGN)	125 DIXIE DRIVE	
	Joyce N. Matherne (PRINT)	DES-ALLEMANDS, LA 70030	5-08-2013
4.	Glenn F. Gros (SIGN)	822 Barber Road	
	GF GROS (PRINT)	Paradis, LA.	5/9/2013 70080
5.	Eric J Matherne (SIGN)	107 Warren Dr	
	Eric J Matherne (PRINT)	Des Allemands, La	5/09/2013 70030

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RECEIVED
MAY 28 2013
PARISH COUNCIL

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of CURLIS J. MATHERNE to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
6.	Richard Bordner (SIGN)	841 Barber Rd	
	Richard Bordner (PRINT)	Paradis, La 70080	5/9/2013
7.	(SIGN)	152 [illegible]	
	Lloyd J. Frickey (PRINT)	LA 70030	5/09/2013
8.	James A. Estay Jr. (SIGN)	411 ESTAY LN. PARADIS	
	JAMES ESTAY JR (PRINT)	PARADIS, LA. 70080	5/9/2013
9.	Simone Hebert (SIGN)	132 Dixie Drive	
	Simone Hebert (PRINT)	Des Allemands LA 70030	5/25/2013
10.	Mary H. Picou (SIGN)	153 Dixie Dr. Des Allemands	
	Mary H. Picou (PRINT)		5/25/2013

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RECEIVED
MAY 28 2013
PARISH COUNCIL

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of CURLIS MATHERNE to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
11.	(SIGN)	148 Dixie Dr	
	Mac Parnells (PRINT)	Des Allemands La 70030	5/25/13
12.	(SIGN)	146 Dixie Dr	
	Mark Abarte (PRINT)	Des Allemands, LA 70030	5-25-13
13.	Nicole Breaux (SIGN)	140 Dixie Drive	
	Nicole Breaux (PRINT)	Des Allemands, LA 70030	5-25-13
14.	(SIGN)	138 dixie dr.	
	Rachel Gunn (PRINT)	des allemands, La	5/25/13
15.	Larry Distefano (SIGN)	Larry Distefano	
	Larry Distefano (PRINT)	DIXIE DR	5/25/13

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RECEIVED
MAY 28 2013
PARISH COUNCIL

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of CURLIS MATHERNE to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

	NAME	ADDRESS	DATE
16.	Cynthia Distefano (SIGN)	130 Dixie Dr	
	Cynthia Distefano (PRINT)	Des Allemands La 70030	5/25/13
17.	(SIGN)	123 Dixie Dr	
	Diane S. Lasyone (PRINT)	Des Allemands, LA 70030	5/25/13
18.	Darrell J. Lasyone (SIGN)	DES ALLEMANDS LA	
	DARRELL J. LASYONE (PRINT)	123 DIXIE DR.	5/25/13
19.	Gregory L. Hood (SIGN)	120 DIXIE DR.	
	GREGORY L. HOOD (PRINT)	DES ALLEMANDS, LA	5/25/13
20.	TROY J. GAUBERT (SIGN)	112 Dixie Dr, Des Allemands	
	Troy J. Gaubert (PRINT)		5/25/13

TO: THE GOVERNING AUTHORITY OF THE PARISH OF ST. CHARLES
THE ST. CHARLES PARISH COUNCIL
COURTHOUSE, HAHNVILLE, LOUISIANA

RECEIVED
MAY 28 2013
PARISH COUNCIL

RE: APPOINTMENT OF COMMISSIONERS - SUNSET DRAINAGE DISTRICT

The Sunset Drainage District was organized under Act 85 of 1921. Under the provisions of this law, the appointments of commissioners for a five (5) year term are made by the Governing Authority on recommendation of the owners of land in the District. Section 7 of Act 85 of 1921, as amended, provides that when the Drainage District contains more than forty (40) landowners, that the appointments shall be made on the recommendation of twenty-five (25) of the landowners.

Since a vacancy has occurred on the Board of Commissioners due to the expiration of the term of a Board Member:

We, the undersigned landowners of the Sunset Drainage District of the Parish of St. Charles, State of Louisiana, respectfully petition the Council of the Parish of St. Charles, pursuant to Section 1608 of Title 38 of the Louisiana Revised Statutes of 1950, as amended, and recommend the appointment of CURLIS MATHERNE to the Board of Commissioners of the Sunset Drainage District. In support of said recommendations, petitioners respectfully represent that the recommended individual owns real estate situated in the Sunset Drainage District with an assessed value in excess of Five Hundred Dollars ($500.00) according to the latest assessment roll of said Parish and is well qualified to serve as commissioner.

#	NAME	ADDRESS	DATE
21.	Gay Matherne (SIGN)	144 Dixie Drive	
	Gay Matherne (PRINT)	Des Allemands, LA	5/27/13
22.	[illegible] (SIGN)	144 Dixie Dr	
	Dick M. MatherNE (PRINT)	Des Allemands, La	70030
23.	[illegible] (SIGN)	Des Allends La	
	Glynn Rhodes (PRINT)	122 Dixie Dr.	70030
24.	Wanda James (SIGN)	130 Pleasant Valley	5/28/2013
	Wanda James (PRINT)	Des Allemands	70030
25.	Harold Lee James (SIGN)	130 Pleasant Valley	
	Harold Lee James (PRINT)	Des Allemands	70030