

**Minutes of the Livingston Parish Council  
Livingston, Louisiana  
November 7, 2024**

The Livingston Parish Council met in a regular session duly called, advertised, and convened at its regular meeting place, at the Governmental Building in the Parish Council Chambers, located on 20355 Government Boulevard, Livingston, Louisiana, on Thursday, November 7, 2024, at the hour of six o'clock (6:00) p.m. with the following Livingston Parish Council members present:

Lonnie Watts  
Ryan Chavers  
Billy Taylor  
Erin Sandefur

John Mangus  
Ricky Goff  
Dean Coates  
Joseph "Joe" Erdey

John Wascom

Also present: Parish President Randy Delatte  
Al Giraud, Parish Legal Counsel, The Moody Law Firm

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The chair called the meeting to order.  
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The chair asked the public to please mute or turn off their cell phones.  
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The chair announced that Public Input would be accepted from any member of the audience wishing to address an agenda item and explained the procedure to be called upon.  
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Councilman Joe Erdey requested to be called upon. He advised that he would like to call a point of privilege. He stated that he wanted to ask their attorney that was governing them that night, did he have a chance to read the agenda and is everything in order?

Mr. Al Giraud, Parish Legal Advisor, concurred that he did.

Councilman Erdey asked if he had went over everything and everything looks proper? Mr. Giraud acknowledged in the affirmative. Councilman Erdey stated that he just wanted to make sure, and thanked Mr. Giraud.

The chair moved to the next agenda item.  
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The chair addressed agenda item number 7, "Reminder – When addressing any agenda item, please speak into the microphone". He reminded everyone that they must press the microphone when they speak in order to be heard.

Before moving to the next agenda item, the chair stated there were a couple of items that needed to be picked up at that time as there were some councilmen that had some pressing issues. There was no objection.

The chair addressed agenda item number 10a, "Parish President's Report: Adopt a resolution to authorize the Livingston Parish President to execute a Cooperative Endeavor Agreement between Livingston Parish and the Livingston Parish Airport Authority – John Wascom", and advised that he had requested that this be placed on the agenda.

He called upon the Parish President and asked him if he would speak on this matter.

Parish President Randy Delatte approached the lectern and thanked the chairman, the honorable Council and their wonderful Livingston Parish citizens.

The Parish President explained that the Parish has been signing this endeavor since the year of 2018 with the Livingston Parish Airport Authority. He stated that he was requesting permission to sign this endeavor again for the year of 2024.

The chair asked if there was a motion by this Council to authorize the Parish President to enter this cooperative endeavor agreement? Motion was made by Councilman John Mangus and duly seconded by Councilman Ricky Goff. The chair asked if there was any discussion?

Councilman Billy Taylor advised that he wished to make a substitute motion. He stated that it was his understanding that they were asking for \$30,000.00 and he would like to make a substitute motion for \$50,000.00. The chair asked if there was anyone who wished to second this motion? Councilman John Mangus duly seconded the motion.

The chair asked if there were any other discussion? Having none, the chair called for the vote.

Councilman Dean Coates requested to speak before the vote was taken. He asked Councilman Taylor to explain why he would like to go up to fifty (50)?

Councilman Taylor advised that they needed more money to go out and actually hire some more people to get more grants for the airport, and also they are working on getting their FAA regulation license through the FAA which costs approximately fifty thousand dollars (\$50,000.00) which is a two (2) year endeavor. He further explained that their money goes toward their insurance, their taxes and their audits among other things, so they need a little bit extra to be able to proceed further.

Councilman John Mangus reported that once they have the FAA license, they will be able to receive funds from the FAA from taxes on airline ticket sales, even though there is not airlines that come into our airport.

The Council clerk wished to state for the record that the original amount of funding requested in the endeavor agreement was thirty-five thousand dollars (\$35,000.00) and the amount that had been previously quoted was thirty thousand dollars (\$30,000.00). The chair clarified that the amount of funding in the agreement would be increasing from thirty-five thousand dollars (\$35,000.00) to fifty thousand dollars (\$50,000.00). The chair called for the vote.

#### **LPR NO. 24-395**

**SUBSTITUTE MOTION** was offered by Billy Taylor and duly seconded by John Mangus to authorize the Livingston Parish President to execute a Cooperative Endeavor Agreement between the Parish of Livingston and the Livingston Parish Airport Authority as follows:

#### **COOPERATIVE ENDEAVOR AGREEMENT**

This **COOPERATIVE ENDEAVOR AGREEMENT** (the “Agreement”) dated as of the 26th day of March 2024, is made by the parties, the **Parish of Livingston** (the “Parish”), herein represented by its President, Randy Delatte, duly authorized, and the Livingston Parish Airport District, herein represented by Chair, Delia A. Taylor, (“District”), duly authorized.

#### **WITNESSETH:**

**WHEREAS**, Article VII, §14(C) of the Louisiana Constitution of 1974 (“La. Const. Art. VII, §14(C)”) provides that, for a public purpose, political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individuals.

**WHEREAS**, the Parish desires to cooperate with the District in the continuation of the plan as hereinafter provided;

**WHEREAS**, the Parish has the authority to enter into this Agreement as evidenced by La. R.S. 33:9021 (6) which authorizes cooperative economic development for the purpose of alleviating the conditions of unemployment, underemployment, and other forms of economic distress.

**WHEREAS**, it is for the mutual benefit of the residents of Livingston Parish, this agreement will also benefit Livingston Parish Council and the Livingston Parish Airport District, since it will improve the need for aviation facilities and ultimately lead to an operating airport open to the public and all citizens.

**WHEREAS**, the Livingston Parish Council has a reasonable expectation of receiving a benefit equivalent to or greater than the consideration described in this Agreement. The Parish will specifically benefit from the existence of said airport as the development and existence of such facilities attract manufacturing and retail businesses which pay taxes and employ workers who live and shop locally.

**WHEREAS**, the Livingston Parish Airport District has been authorized by the State of Louisiana and the Parish of Livingston to develop a plan and develop the Livingston Executive

Airport. The goal is to provide the Parish with aviation transportation services, better emergency access and response capabilities and greater economic development potential with complementary businesses and services.

**WHEREAS**, the Livingston Parish Airport District has been successful in securing capital outlay funding and state aviation funding, but lacks the continuing operating funds necessary to fully manage and develop the on-going work and necessary efforts to secure the full funding and implementation/completion of efforts.

**WHEREAS**, the transfer or expenditure of public funds is not a gratuitous donation.

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements which follow, the parties agree as follows:

## **ARTICLE I PARTIES TO THE AGREEMENT**

**Section 1.01** The Parish of Livingston, a political entity and subdivision of the State of Louisiana (“Parish”)

**Section 1.02** The Livingston Parish Airport District, a political entity and subdivision of the State of Louisiana (“Board”)

## **ARTICLE II DEFINITIONS**

**Section 2.01** “Act” means collectively, Section 14(C) of Article VII of the Louisiana State Constitution of 1974 as amended.

**Section 2.02** “Agreement” means this Cooperative Endeavor Agreement and any amendments or modifications thereto.

## **ARTICLE III SCOPE OF SERVICES**

The Livingston Parish Airport District shall continue to seek out state capital funding, state aviation funding, FAA funding and federal discretionary funding in an effort to plan, develop, and construct a general aviation facility in the Parish of Livingston. The ultimate goal of the district will remain the development of the Livingston Executive Airport within an airport district to enhance public transportation opportunities, improve emergency access and response capabilities, and provide greater economic development potential through added businesses, services and jobs.

General aviation airports facilitate economic development of communities by offering a time-saving transportation alternative for business and industry executives, as well as for local resident populations interested in aviation. In addition, general aviation airports offer direct, indirect and induced economic impacts associated with the operation of the airport, with direct impacts being associated with providers of services at the airport, indirect impacts being associated with expenditures related to the airport, such as food and lodging, and induced impacts being the employment and payroll created by successive rounds of spending.

Developments of this magnitude provide the employment opportunities to support continuing population growth in the Parish. The Louisiana Airports Economic Impact study released by the DOTD shows that on average across the state of Louisiana, general aviation airports create 420 jobs, \$14.1 million in payroll, and \$42.1 million in total economic activity. Projected from the numbers for parishes with similar population as Livingston Parish, it appears that 150 jobs, \$4.8 million in payroll and \$15 million in total economic activity per year is a reasonable approximation for the economic benefits of the proposed Livingston Executive Airport.

The above described combined benefits will be beneficial to the citizens of Livingston Parish and advance transportation quality for the citizens of the Parish and region. The value of the tax revenue which the Parish anticipates receiving and the value of the economic development which the Parish anticipates its citizens will benefit from as a result of the planning, engineering, construction and operation of the Livingston Executive Airport far exceeds the amount of any funding by the Parish many times over. Case in point, the monies invested by the Parish in the District’s efforts has already led to the District’s acquisition of state funding that has been invested in professional services that has a multiplier effect of 1.709, according to the Livingston Economic Development Council, per state-recognized calculations. That estimated benefit conservatively exceeds \$2 million (one million dollars and no-cents).

## **ARTICLE IV DELIVERABLES**

The District shall provide the Parish an annual accounting of all revenues and expenditures for each calendar year, as well as its on-going CIP, which outlines the financial goal for the

development and construction of the Livingston Executive Airport. The District will file the required annual financial statements and/or audit reports with the Louisiana Legislative Auditor in accordance with Louisiana Revised Statute 24:513. The District will hold a minimum of four public meetings per calendar year to report progress and discuss action.

**ARTICLE V**  
**PAYMENT TERMS**

The Parish hereby agrees to pay the District the sum of \$50,000.00 (fifty thousand dollars and no-cents) to be used for continued operating expenses not covered by state capital funds received for the development and construction of a general aviation facility.

The term of this agreement will be starting on the 1st day of March, 2024, and will exist for the 2024 fiscal year, terminating on the 31 day of December, 2024.

No additional costs or expenses incurred by the District in performance of this agreement shall be reimbursed or paid by the Parish unless agreed upon in writing by the parties.

Upon being submitted to a vote, the vote thereon was as follows:

- YEAS: MR. COATES, MR. GOFF, MR. CHAVERS, MR. TAYLOR, MS. SANDEFUR,  
MR. ERDEY, MR. MANGUS, MR. WATTS
- NAYS: MR. CHAVERS
- ABSENT: NONE
- ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on November 7, 2024.

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The chair requested to move up agenda item number 12, “Adopt a resolution to authorize the Parish President to designate the remaining funds from the Livingston Parish Mosquito Abatement District to “Keep Livingston Beautiful” for the removal of tires located throughout the Parish – John Wascom”, and met no objection.

**PARISH OF LIVINGSTON**  
**STATE OF LOUISIANA**  
**LPR NO. 24-396**

MOTION was offered by John Mangus and duly seconded by Ricky Goff as follows:

**WHEREAS**, the Livingston Parish Council recognizes that the removal and disposal of litter, debris and tires from drainage ditches will prohibit standing water, which is a breeding ground for mosquito larvae; and

**WHEREAS**, the Livingston Parish Council recognizes that approximately seventy-two thousand dollars (\$72,000.00) is committed for and must be used for Mosquito Abatement within Livingston Parish.

**THEREFORE, BE IT RESOLVED** by the Livingston Parish Council that these funds may be used for the removal and disposal of litter, debris and tires for drainage ditches, which is a major component of Mosquito Abatement.

Upon being submitted to a vote, the vote thereon was as follows:

- YEAS: MR. COATES, MR. GOFF, MR. WASCOM, MR. CHAVERS, MR. TAYLOR,  
MS. SANDEFUR, MR. ERDEY, MR. MANGUS, MR. WATTS
- NAYS: NONE
- ABSENT: NONE
- ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on November 7, 2024.

Councilman Ricky Goff commended the resolution that was presented by Councilman John Wascom. He stated that he thought that it was very creative. He advised that these funds had been sitting there for a long time, and he wished to state, “Great Job”.

The chair addressed agenda item number 8a, “Presentations: Update and report on Master Plan, Zoning, and Unified Land Development Code from Jerome Fournier, Planning Professional and Project Manager”, and called upon Councilman Ricky Goff.

Councilman Goff explained that he had requested for Mr. Jerome Fournier, as well as a representative from the engineering firm that the Council had hired, to appear at that evening’s meeting and share any updates with the Council members. He called upon Mr. Fournier and asked if he could update everyone to let the people know as much as they can and to also provide the upcoming dates of the Livingston Parish and Master Plan Zoning Code Public Meetings.

Mr. Jerome Fournier of JPF Planning Consultants, LLC addressed the Council members and wished to thank everyone on the Council who participated in the tours of the Parish. He acknowledged how remarkable it was to have one hundred percent (100%) of the Council members go with Master Plan, Zoning, and Unified Land Development Code project team, showing the highs and lows, literally and figuratively, of their Council districts. He indicated what a wonderful time that they had going from the southern, most lowest part of the Parish, and travelling to the northern, most highest part of the Parish, he also spoke about learning of some of the cultural features located in the Hungarian community and how influential and intriguing that it was. He wished to point out that while they did have a wonderful time, however, it wasn’t just a wonderful time, he acknowledged that it was very informative as to what this parish is, from top to bottom.

He further discussed the Task Force Meeting that was held and stated that Mr. Nathan Lipsom with WSP would be informing them in just a bit, to give them a review of that meeting. Mr. Fournier instructed of the status of the project at that current time. He advised that the Project team would be distributing to them the zoning ordinance, that would be including the definitions, each zoning category, as well as the maps. He indicated that they would be receiving that electronically on the following Monday. He explained that the maps as they were currently, were of the Council districts, but however, when they would be in the final phase, they would be adopting one (1) zoning map for Livingston Parish, and it would not be district by district. He directed that the members of the Project team were working to coordinate the zones as they exist now, located in Council districts, and establishing it into one (1) zoning map for the Parish.

Mr. Fournier reported that they had met earlier that day and had a meeting with legal counsel, and they would be working with the Council members on a detailed schedule, whereby coming before the Zoning Commission and then coming before the Council to adopt the zoning language and the zoning map before the end of the moratorium, which is the end of January next year.

He advised them that there were legal requirements of advertising these things in the local journal, and unfortunately, the Parish’s Official Journal publishes only once a week. He explained that they would need to do three (3) consecutive weeks of advertisements before they could have the meetings and that they were coordinating that with the legal counsel.

Mr. Fournier concluded his report to the Council members and advised that if they did not have any further questions for him, he wished to call upon Mr. Nathan Lipson who would be making a presentation for them.

Councilman Ryan Chavers called upon Mr. Fournier and stated in regard to the moratorium, he wanted to make sure that they did not get to a point where they had to adopt it and the moratorium had expired. He asked if there would be a time period to where they could work out any issues on the interim zoning if it was needed? Mr. Fournier answered yes.

Councilman Chavers asked if the Council should extend the moratorium to allow for those issues to be worked out? Mr. Fournier advised that their team was working under the assumption that they would not need to extend the moratorium. He further explained that the electronic information that the Council members would be receiving on Monday that he had spoken about earlier with them, was to have them review this information and his team would be expecting the Council’s feedback upon their analysis and would need this feedback as soon as possible to keep the team within the timeframe that had been set for the project.

Having no further questions for Mr. Fournier, the chair called upon Mr. Nathan Lipson of WSP USA, Senior Transportation and Environmental Planner. Mr. Lipson had a short presentation for the Council to view that evening and wished to repeat what Mr. Fournier had advised them about

earlier in his update. He stated that they would be receiving a packet of information on Monday, which will consist of a markup of the existing zoning code. He requested for them to go through this existing document and cross out things as they saw fit, and also, mark if they saw the need to add things. He explained that there would be an accompanying memo to document the changes that are in the markup, which will make things easier for the legal review. And finally, they will have nine (9) zoning maps and one (1) Parishwide map for them to assess and review, that they will be receiving in their inbox by the close of business Monday. He discussed the next thing that would be following that would be their third Task Force meeting scheduled on the 13<sup>th</sup>. He advised that he had sent the Council members the packet that the Task Force had been provided to keep the Parish Council members aware of what had been going on with the Task Force and the conversations that they were having in their meetings.

Mr. Lipson conveyed that the packet that would be distributed to the Council members on Monday, would also be sent to the Planning Department as well as the Legal Review of the project. He wished to reiterate that the project team really needed them to share and get their comments back to the team. He offered that if any one of the Council members needed the project team to sit down with them or have a phone call with them, he asked if they could do that the following day on Tuesday. He explained the close timelines of the multiple meetings for the upcoming Task Force and also the first to be held of the upcoming Master Plan and Zoning Code Public meeting. This meeting was scheduled on November 19<sup>th</sup> and the maps would be shared with the public at that time, allowing them to explore and see the impacts that might be made to them and issues that may need to be addressed and answered at that time.

He advised the Council members that he wanted to share and report this information to them to let them know that they were on schedule, and as long as they stayed on track with their reviews, the critical path schedule was being met.

Mr. Lipson began his brief slide presentation and focused on the guiding principles of the recommended zoning classifications. He explained that based on their conversations with the Task Force, WSP, and Mr. Fournier, they all came to agreement that based on what they were hearing from the Council and the Task Force, these guiding principles were what was really driving the decision that the Council was going to see and the project team's recommendations. He strongly encouraged that if anyone had comments or thoughts on these specific guiding principles to let him know because it was majorly shaping the direction of the Master Plan.

He concluded his presentation with the flyer advertisement created for their upcoming first public meeting. He discussed the project team's promulgation of the flyers and their task to get the word out to the public. In addition, he directed that at the beginning of the meeting, he had distributed each of the Council members a packet of flyers and requested that they hand them out as much as possible for the public's awareness. He explained about the two (2) QR Codes that were indicated on the flyer. He advised that the one (1) located at the top would bring you to the Parish Council's website that displayed information submitted to the Parish Council office by WSP in relation to the Master Plan. And in conclusion, the QR Code on the bottom left corner of the flyer was the Facebook page that they had created for the project. He encouraged them to examine it as it had some really good resources that were posted for the public. It was their hope that this Facebook page would be a sort of central point of communications with the community and the public.

Councilman John Mangus wished to thank Mr. Jerome Fournier for the tour invitation of the Parish and noted that it was very, very informative. He also wanted to convey a quick point in regard to the list of the zoning classification guiding principles that had been presented earlier. He stated that this list of guiding principles noted that it was to zone the entire Parish. Councilman Mangus shared that one (1) of the most important issues that the Council members ran into was the mapping did not correspond with the Council districts. He explained that these districts change when the Parish has to implement redistricting with the census. He stated that if the Council zoned with individual Parish districts, legally it would be untenable. Mr. Lipson agreed and advised that the project team were creating nine (9) maps for the Council members' convenience, knowing that each member of the Livingston Parish Council have expertise in their districts, hence their urgent request for the Council members to submit their comments quickly to the Project team.

Councilman Mangus advised that his question was reminiscent to when they had first met Mr. Fournier and he had gone over the map and the zoning ordinances and one (1) of the things that Mr. Fournier observed was that every zone had a convenience store, with or without gas pumps,

and this was noted in every single zone. Councilman Mangus wanted to know if that was being addressed by WSP's team?

Mr. Lipson stated that he had personally wrote into the zoning code, just the day before, that they would be using the terminology, "convenience stores with or without gas". He explained that they have split this into two (2) different uses, one (1) being convenience stores without gas, and the other one (1) being gas stations. He stated to Councilman Mangus's point, this would cover and entail if there would be concerns about allowing or not allowing gas stations to be located in this specific zoning district, but were fine with convenience stores. He invited Councilman Mangus to take a look at the recommendations that they had put forward there and they could make that reflected.

Mr. Lipson conveyed that upon the project team's review of other zoning codes and their combined expertise, that is unusual. He advised that it was currently pretty permissive the way it was written.

The chair and Councilman Mangus thanked Mr. Lipson for his report and presentation.

The chair asked if anyone had any more questions? Having none, he turned to Councilman Ricky Goff and asked if that had covered both of his items that he had placed on the agenda.

Councilman Goff advised that it did, however, he still wished to know if they would be hosting multiple meetings, or would it be just the one (1) meeting that would be held in the Denham Springs library that was scheduled on Tuesday, November 19<sup>th</sup>. He stated that he felt that it was very important that they offer multiple meetings throughout the Parish that would be more conveniently located for other communities, such as Maurepas.

Secondly, he wished to emphasize that they needed to make sure that they provided more opportunities than just one (1) meeting. He wished to explain, and stated for example, he himself had a conflict on the particular night of the first public meeting. He was really struggling to have to decide, because he had made a commitment to attend a meeting on a very sensitive item at the Library Board of Control, but he did not want to miss the only meeting to inform the public about the Master Plan and Zoning Code update that had been scheduled the same night at the same time.

Councilman Goff wished to articulate the importance of this request to the Project's team and he wanted to see more meetings scheduled and held for the public's review and input of the proposed zoning. He recounted a phone conversation that he had with Mr. Lipson, and countered that there was no one present there that wanted this to be done and completed any faster than he did, but he did not want that risk that might jeopardize people having their input and having a good, finished product at the end. He contemplated and conceded the thought of if that even meant that they would have to extend the moratorium.

Mr. Lipson stated that they have adjusted their schedule once already for the public meeting that was scheduled on the 19<sup>th</sup>, before the interim zoning. He explained that was their attempt that they were getting public input. He further stated that they have the survey that will be launching the very next day, pending any technical issues. He relayed that was their attempt at making sure that they were getting some public input on the interim zoning code, understanding that they have two (2) more visioning workshops. One (1) of the workshops was tentatively scheduled in February and the other one would be in March. He recognized that those are dates that are after the interim zoning, but he pointed for the understanding in the knowledge that in addition to this, the project team had the full Master Plan document that has not been written yet that they were working on in parallel to the zoning code. He stated that there may be recommendations that come out of the Master Plan that form their final recommendation. He explained that WSP may make some recommendations to the Council members in 2025 that might adjust that zoning code, based on receipt of that further public comment.

Councilman Goff asked for clarification on interim zoning. He wished to verify that they would have only one (1) meeting before the Council adopts interim zoning. Mr. Lipson verified that WSP would run only one (1) meeting. He stated that there would be a public hearing that the Parish Council and the Zoning Commission will have to hold in December. He advised that will be another opportunity for WSP to get some feedback, but at that point they will have delivered a recommended interim zoning to the Parish.

Councilman Goff inquired if interim zoning would be the Parish's permanent zoning that they would adopt? Or was that a synopsis of what the Parish Council would be going to adopt?

Mr. Lipson explained that what the Parish Council would be adopting in December would be legally enforceable, which was the purpose of them doing this, so that the Parish can have something that can be used once the moratorium has expired. He also wanted them to be informed that WSP does have something built into their schedule, recommendations that WSP may fine-tune those items after they get that input in the future.

He clarified that WSP was calling it interim because they think that there may be recommendations that come out of this. He stated that they did not think that this was the perfect timeline, but based on the Parish moratorium's expiration, they have to make sure that the Parish has some structure in place at that time.

It was the project team's hope that the input from the survey that they receive over the next couple of weeks, the public input that they received on the 19<sup>th</sup> and the input that they receive from the Parish, would be ample enough to get the interim zoning to a point that it doesn't require much modification, and that it will be mostly permanent. The project team cannot be completely comfortable calling the interim zoning permanent, because they may receive input from other opportunities and that public input could solidify the Parish's final zoning.

Councilman Goff stated that it was his personal opinion that the Parish Council should extend the moratorium for an additional three (3) months. He clarified his nervousness of jeopardizing the finished product. He also wanted to compliment the work that WSP had done and the many facets and outstanding advantages that they were offering compared to when the original Master Plan had been implemented in 2013. He wanted to explain how important that it was to him that everyone is afforded good input and that the Parish will have a good, finished product. He thanked Mr. Lipson for attending the meeting and for his presentation and for responding to their inquiries.

Councilman Dean Coates requested to speak and stated that he agreed with everything that Councilman Goff had said. He also agreed that they were doing a great job, but was concerned with the time frame and that they were being put in a short window. He asked Mr. Lipson what did he think would be the appropriate time frame for them to come up with the best product possible?

Mr. Lipson advised that WSP had proposed on an 18-month timeline for their Master Plan, and in that proposal that it did mention that they were amendable to some zoning solutions, with the understanding that the moratorium was in place when they were proposing. He admitted that they had squeezed their timeline quite a bit to meet what they would consider to be a normal timeline.

He wished to acknowledge that they were still going to be doing all of these Master Plan activities, but they were doing them in an unusual order. He indicated that WSP still believed that the Council and the public will have every opportunity to provide comment and feedback to them. He advised Councilman Coates that he would refer to their proposal.

Councilwoman Erin Sandefur advised Mr. Lipson that they have been trying to zone Livingston Parish for the past fifty (50) years. She stated that the people of Livingston Parish are now ready and asking for it. She advised that if the Parish Council needed to extend the moratorium and amend contracts to give you more public hearings she thought that they might have a lot of support for that from the Council. She further stated that the people and the environment is right for that and as they project thirty (30), forty (40), fifty (50) years out from now, she advised that three (3) months is a small drop in the bucket. She encouraged Mr. Lipson to know that, and to talk them about it. She advised him that she thought he would find a majority welcoming of that.

Councilman Ryan Chavers wanted to ask just to make sure that he understood the time frame. He directed that Mr. Lipson would be giving the Council a packet to be received on Monday, and it'll be end of day, then you are going to require that packet back with suggestions the following day? Mr. Lipson responded that it would be needed that following Friday.

Councilman Chavers stated that he had talked to the land use attorneys, and advised his statement was really for us outside. He continued to indicate that they advised that if you guys want to take that packet that they give you and try to quickly as possible put together a public meeting in your



districts with your people. He had hoped that they would have a little more time to digest it and go out into the public with it, but he indicated that he understood the time crunch. He advised that he was with Councilwoman Sandefur, if they needed to extend it, he supported it.

The chair asked if there were any other questions? Having none, he thanked Mr. Lipson and then moved to the next agenda item.

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The chair addressed agenda item number 8c, “Presentations: Information regarding consumers water bills from Ward 2 Water”, and called upon Councilman Ryan Chavers.

Councilman Chavers requested for Ms. Cookie Killcrease, manager of Ward 2 Water District, to come from the audience and address the Council members. He thanked Ms. Killcrease and another unidentified gentleman who came with her to the lectern. He also acknowledged that he had spoken with Ms. Killcrease over the phone a couple of times.

Councilman Chavers stated that over the last couple of weeks, month, he has received some phone calls and some concerns about people’s water bills. He acknowledged that he and Ms. Killcrease had talked about the reasoning behind that and briefly explained that the meter reading company was either reading them incorrectly, or they were not reading them, or taking several months to get to them.

He continued to explain that he reached out to his constituents in his area and had some other constituents from other districts reach out to him with their water bill. He stated that he just wanted to go over those with Ms. Killcrease. He then instructed her to explain further into detail kind of why this is happening.

Councilman Chavers had several water bills that he read aloud. He read specifically the average costs of one (1) of their past water bills and then what costs were of their recent water bill. He also read a letter submitted by a constituent of Council District 1 who was writing on behalf of her elderly disabled parents. Councilman Chavers advised that he had spoken to John Easterly who is the chairman of Ward 2 Water District Board and instructed that he was just as frustrated with the contractor. He also advised that it was his understanding that Ward 2 Water did not have a contract with the meter reading company and asked if that was correct? Councilman Chavers stated that the issue that he had was Ward 2 Water’s application for when consumers apply for their services. He read segments from the application out loud. He then advised that his question to them was, what are you guys doing to help these people?

Ms. Killcrease introduced the gentleman standing with her at the lectern. She introduced him as Mr. Barry LeJeune and advised that he was the manager of Ward 2 Water.

Mr. LeJeune advised that they are just as frustrated as everyone else. He explained that Ward 2 Water company was in the process of changing out the old water meters, just as Councilman Chavers had stated earlier, and these are manually read. He admitted that errors had been made and their Water District is now integrating to a technology where the meters will be read over a fixed network and the accuracy will be better. He acknowledged that this was causing them growing pains, and the situation is very frustrating to them as well.

Councilman Chavers asked how often did this meter reading company bill you guys? The answer to his question was monthly. He had received a report of an elderly citizen who had been advised by Ward 2 Water that his meter had not been read since the month of January. He questioned if Ward 2 Water was paying the meter company for a service that they were not providing? Mr. LeJeune advised that they were paying for the service that they are being billed for. He further explained that if the meter company in question was billing Ward 2 Water for twenty thousand (20,000) reads, then that is what they are paying for because the meter company was turning in that number of reads.

Councilman Chavers wanted to know if they were checking and balancing those reads? Ms. Killcrease advised, yes, as they can. She explained that they had twenty-six thousand (26,000) meters and they did run reports, but there was also a lot of human error.

She explained the many ways that Ward 2 Water was working to help their customers.

Councilman Chavers asked if Ward 2 Water was no longer going to be using this company once the electronic meters are in? Mr. LeJeune responded that was correct. Councilman Chavers asked how long was that going to take? Mr. LeJeune advised that they were currently at fifty percent (50%). He indicated that with funding it would be approximately six to eight (6-8) months.

The chair allowed the members of the Council to have an open discussion to ask questions of Ms. Killcrease and Mr. LeJeune.

The legality of forgiving water bills was discussed at length.

Councilman John Mangus asked Mr. Al Giraud, Parish Legal Counsel, if legally, was there any recourse for the Ward 2 Water customers?

Mr. Giraud advised that Councilman Mangus was asking a very broad question. He stated that he was familiar with the Constitutional provision that Ms. Killcrease had been given an opinion about. It states that the public entity cannot do anything that benefits one (1) member of the public without benefitting the entire public.

The chair allowed an open discussion.

Councilman Chavers advised that he was going to just make a statement to close it out. He instructed Ms. Killcrease and Mr. LeJeune to get those electric meters in there as quickly as you can and get that company out of here. He stated that he thought that this sounds like a mismanagement issue.

Councilman John Mangus asked if the Council members could ask the Attorney General for an opinion on this as far as it's an extenuating circumstance? Mr. Giraud advised that you could ask an Attorney General's opinion on anything.

Councilman Joe Erdey wanted to know when and how far back did this problem first occur? Where did it start at? What year? What month? How many months did it go back where the bill was considerably lower? He was trying to figure out why did it just now come up after all this time?

Mr. LeJeune advised that it came about with the new meters. He further explained that if that individual never had a problem or never suspected a problem at their house with their meter or their billing, Ward 2 Water company would never go to a customer's house just to visit and look at their meter. However, if a customer calls Ward 2 Water and reports anything, such as low pressure, discolored water, anything of that nature, they will come out and they were going to investigate, and when they come out, they will be looking at your meter, every time.

Councilman Joe Erdey still questioned how this could happen?

Mr. LeJeune explained again that if a customer never had an issue at their home with their water service that would require someone from Ward 2 Water to come out and visit that customer's house, it would be as many years as it would take.

Councilman Erdey stated that he agreed with Councilman Mangus. They needed a fresh start.

The chair asked if there was any plan of action or a motion from the members of the Council?

Councilman Ricky Goff requested to speak and indicated that the first thing that he would do would be to fire the meter reading people. He acknowledged that he understood what they were going through. He knew what they were talking about when speaking of billing cycles and the gallons and catching up each month. He asked for clarification of when the discovery had been made by Ward 2 Water that the customer's meter had been "under-read". He asked Ms. Killcrease if they are going back for those previous months and notifying that customer that they were responsible for owing additional billing? Ms. Killcrease advised that they would take whatever reading that was recorded the last time and bill the customer to whatever the reading was and move on.

Councilman Goff advised that the biggest problem when Ward 2 Water obtained an enormous read, was that they made a bad read and it's in the wrong decimal, likening it to writing a check and moving the decimal over making that check to have a different monetary amount, and this billing is about the gallons and this company is continuously doing the incorrect meter reading again and again, then he would not send the check and let them worry about their payment. He posed several different billing inaccuracies that could have been made and asked what does Ward 2 Water company do for each of these different cases? Ms. Killcrease complied and answered his questions.

The chair asked if there were any other questions?

Ms. Killcrease requested to add to her answers to Councilman Ricky Goff's questions. The chair obliged and no one objected.

Ms. Killcrease stated that the common factor that was associated with the thousand dollar (\$1,000.00) water bill complaints, was that they had sewer included. She indicated that most of the time if they had their billing statement when registering their complaint about their water bill, the sewer on that same bill was six hundred or seven hundred dollars (\$600.00 to \$700.00) and the water portion of the bill was three or four hundred (300 or four), which she admitted was still high, but she wanted to let them know them this information.

Councilman Ryan Chavers wanted to alert the Council members and state for the record, that the dollar amounts that he read to them earlier, the billing on the invoice was what their bill stated, there was no past due amount or anything else added. It was their water service bill. He requested for Ward 2 Water District to please not turn anyone's water services off if they are going through something like this.

The chair allowed the open discussion to continue.

Having no more discussion or questions, the chair advised that the Council would not be taking any action on this agenda item.

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The chair addressed agenda item number 11a, "Grants Department: **Introduction of Ordinance:** An Ordinance to acquire immovable property for the Parish of Livingston pursuant to the Flood Mitigation Assistance Grant Program Project Number EMT-2022-FM-003-0029 Livingston Parish: Brent Wayne Arledge and Amanda Michelle Rickerson Arledge, 30378 Dawson Lane, Hammond, La 70403", and called upon Ms. Heather Crain, Parish Grants Manager.

Ms. Crain addressed the Council members and advised that this agenda item was a typical acquisition that they do that is FEMA approved for a severe repetitive loss property.

The chair asked the Council clerk to read the ordinance by title for introduction as follows:

#### **L.P. ORDINANCE NO. 24-31**

AN ORDINANCE TO ACQUIRE IMMOVABLE PROPERTY FOR THE PARISH OF LIVINGSTON PURSUANT TO THE FLOOD MITIGATION ASSISTANCE GRANT PROGRAM PROJECT NUMBER EMT-2022-FM-003-0029.

1. Homeowner: Brent Wayne Arledge and Amanda Michelle Rickerson Arledge  
Address: 30378 Dawson Lane  
Hammond, LA 70403  
Legal Description: Lot 3, Whispering Willow Subdivision  
Appraised Value: \$275,000.00  
Amount Offered: \$275,000.00

#### **LPR NO. 24-397**

MOTION was offered by Billy Taylor and duly seconded by John Mangus to publish the ordinance by title in the Official Journal and set a Public Hearing for Thursday, November 21, 2024, at the hour of six o'clock (6:00) p.m. at the Governmental Building in the Livingston Parish Council chambers located at Government Boulevard, Livingston,

Louisiana, at which time comments will be received on the proposed ordinance prior to a Council vote.

Upon being submitted to a vote, the vote thereon was as follows:

- YEAS: MR. COATES, MR. GOFF, MR. WASCOM, MR. CHAVERS, MR. TAYLOR, MS. SANDEFUR, MR. ERDEY, MR. MANGUS
- NAYS: NONE
- ABSENT: MR. WATTS
- ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on November 7, 2024.

(As per rules of the Council, copies of the proposed ordinance shall be available for public inspection in the office of the Livingston Parish Council)

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The chair addressed agenda item number 11b, “Grants Department: Resolution supporting the parish president to act on behalf of the Parish and to execute documents related to the day-to-day grant activities regarding the Restore Louisiana Homeowner Program - Solution 4 Voluntary Acquisition and Buyout, including signing the Cooperative Endeavor Agreement”, and called upon Ms. Heather Crain, Parish Grants Manager.

Ms. Crain advised that this agenda item is a similar buyout program but it is administered by the Office of Community Development for high risk flood prone homes. She explained that once the Parish President executes the Cooperative Endeavor Agreement, the state of Louisiana takes over and they hire case managers to go in and contact the homeowners and it is completely voluntary. The Parish will have to maintain the property once it is purchased.

**LPR NO. 24-398**

MOTION was offered by Ryan Chavers and duly seconded by John Mangus to approve and authorize the Parish President to execute the Cooperative Endeavor Agreement between the Livingston Parish Government and the State of Louisiana, Division of Administration, Office of Community Development (“OCD”) and the Road Home Corporation dba Louisiana Land Trust for the Restore Louisiana Homeowner Program Solution 4 Voluntary Acquisition and Buyout and whereby conveying support to the Parish President to act on behalf of the Parish of Livingston to execute documents that are related to the day-to-day grant activities regarding the Restore Louisiana Homeowner Program - Solution 4 Voluntary Acquisition and Buyout.

Upon being submitted to a vote, the vote thereon was as follows:

- YEAS: MR. COATES, MR. GOFF, MR. WASCOM, MR. CHAVERS, MR. TAYLOR, MS. SANDEFUR, MR. ERDEY, MR. MANGUS
- NAYS: NONE
- ABSENT: MR. WATTS
- ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on November 7, 2024.

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The chair addressed agenda item number 9, “Adopt the Minutes of the October 24, 2024 Regular Meeting”.

**LPR NO. 24-399**

MOTION was offered by Dean Coates and duly seconded by Joe Erdey to dispense with the reading of the minutes from the October 24, 2024 regular meeting of the Livingston Parish Council and adopt as written.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS: MR. COATES, MR. GOFF, MR. WASCOM, MR. CHAVERS, MR. TAYLOR,  
MS. SANDEFUR, MR. ERDEY, MR. MANGUS

NAYS: NONE

ABSENT: MR. WATTS

ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on November 7, 2024.

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The chair addressed agenda item number 10b, “Parish President’s Report: Adopt a resolution to authorize the Parish President to execute a Cooperative Endeavor Agreement with the Town of Livingston granting them a Right of Use of the Old Courthouse building and property pursuant to La. Civil Code Article 639”, and called upon Mr. Jim Gilbert, Chief of Staff to the Livingston Parish President.

Mr. Gilbert addressed the Council members and advised that he had been working with Mayor Taylor of the Town of Livingston and the Livingston Parish President on this proposed Cooperative Endeavor Agreement. He conveyed that this agreement had been approved by Mr. Chris Moody, Parish Legal Advisor and the Parish President. He requested that the Council members approve and authorize the Parish President’s execution of the agreement.

Councilman Ryan Chavers stated that he and Councilwoman Erin Sandefur and the mayor of Livingston had looked at the site as well as the plans earlier that day. He admitted his excitement about the project and commended how nice that it was going to be.

STATE OF LOUISIANA  
PARISH OF LIVINGSTON

LPR NO. 24-400

**MOTION** was offered by Ryan Chavers and duly seconded by Erin Sandefur to authorize the Livingston Parish President to execute a Cooperative Endeavor Agreement between the Parish of Livingston and the Town of Livingston granting a Right of Use of the Old Courthouse building and property pursuant to La. Civil Code Article 639 as follows:

**COOPERATIVE ENDEAVOR AGREEMENT BETWEEN  
THE PARISH OF LIVINGSTON AND  
THE TOWN OF LIVINGSTON**

This Agreement is made and entered into as of the date of full execution by the parties, as evidenced by the signatures, by and between the Parish of Livingston, State of Louisiana (hereinafter referred to as "**PARISH**", Randy Delatte, represented by duly elected Parish President of Livingston, duly authorized to act pursuant to **L.P. Resolution No. 24-400**, adopted on the 7th day of November, 2024, and the Town of Livingston (hereinafter referred to as "**TOWN**", represented by Jonathan Taylor, duly elected Mayor of the Town of Livingston. **PARISH** and **TOWN** may be referred to herein as "**PARTY**", individually and "**PARTIES**", collectively.

**WHEREAS**, Art. VII, Sec. 14(C) of the Louisiana Constitution of 1974 provides that for a public purpose, the State and its political subdivisions may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private corporation or individuals, and

**WHEREAS**, Art. VII, Sec. 14(B) of the Louisiana Constitution of 1974, provides that public funds and property may be pledged for public purposes for the aid and support for the citizens of Parish of Livingston and the Town of Livingston.

**WHEREAS**, the **PARISH** is a constitutionally and statutorily created local body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements, and

**WHEREAS**, the **TOWN** is a constitutionally and statutorily created local municipal body of the State of Louisiana with the constitutional and statutory authority to contract, including entering into cooperative endeavor agreements, and

**WHEREAS**, the **PARISH** and the **TOWN** are authorized to enter into this

Cooperative Endeavor Agreement pursuant to La. R.S. 33: 1324, which permits any parish, municipality or political subdivision of the state or any combination thereof, to made agreements between and among themselves for the use, improvement, operation, repair and maintenance of public projects or improvements.

**WHEREAS**, the **PARISH** wishes to enter into a Cooperative Endeavor Agreement with the **TOWN** to grant a Right of Use pursuant to La. Civil Code Art. 639 unto the **TOWN** of the Governmental Complex situated at 20180 Iowa Street, Livingston, Louisiana 70754, and being more particularly described as follows, to-wit:

**All of Square 5, of the Town of Livingston, in the Parish of Livingston, State of Louisiana, situated in Section 30, T6S, R5E, as per the official plat of said Town of Livingston, now on file in the office of the Clerk of Court and Recorder of said Parish.**

Notwithstanding the Right of Use granted pursuant to this Agreement, the **PARISH** will enjoy limited access and use of the Governmental Complex when the use by the **PARISH** is compatible with the needs and requirements of the Town of Livingston such as not to interfere with the **TOWN'S** use.

**WHEREAS**, the **TOWN** is the recipient of a Capital Outlay Grant in the sum of Two Million and No/100 (\$2,000,000.00) Dollars from the State of Louisiana, said funds being designated for the renovation repair and improvement of said governmental complex.

**WHEREAS**, the **PARTIES** have a reasonable expectation that the proposed renovation will provide for the continued maintenance and operation of an historical landmark, which will be beneficial to the citizens of the **TOWN** and the **PARISH**.

**WHEREAS**, the expenditure of public funds or property is not a gratuitous donation.

**NOW, THEREFORE**, the **PARISH** and **TOWN** hereby agree as follows:

The **PARISH** agrees to grant unto the **TOWN** the right of use of the Governmental Complex located at 20180 Iowa Street, Livingston, Louisiana 70754, the **TOWN** agrees to make the necessary repairs and improvements in accordance with the architectural plan and designs by Kern Architects. The **TOWN** agrees to fund the repair and improvement of the Governmental Complex out of grant funds received from the State of Louisiana as well as from its matching share of funds.

The **PARISH** will retain access and use of the Governmental Complex in such a manner as not to interfere with the **TOWN'S** use thereof.

- 2.0 **Terminations:** The terms of this agreement shall be binding upon the parties, but this agreement may be terminated under any of the following conditions:
- a.) By mutual agreement and consent of the **PARTIES** hereto.
  - b.) By either **PARTY** upon failure of the other party to fulfill its obligation as set forth in the agreement. The **TOWN** shall be entitled to reimbursement from the **PARISH** for the funds used in the repair of the Governmental Complex.
- 5.0 **Force Majeure:** Neither **PARTY** to this Agreement shall be responsible to the other **PARTY** hereto for any delays or failure to perform caused by any circumstances reasonably beyond the immediate control of the party prevented from performing, including, but not limited to, acts of God.
- 6.0 **Indemnification:** The **TOWN** shall indemnify and hold harmless the **PARISH** against any and all claims, demands, suits, costs, liabilities or judgments for sums of money, and fines or penalties asserted by any person, firm or the **TOWN** for loss of life or injury or damages in person or property, in connection with the services required to be performed by the **TOWN** under this agreement.
- 7.0 **Insurance:** The **TOWN** shall secure and maintain at its expense such insurance that will protect it, and the **PARISH**, from claims for bodily injury, death or property damage which may arise from the performance of services under the Agreement. All certificates of insurance shall be furnished to the **PARISH** and shall provide that insurance shall not be cancelled without thirty (30) days prior notice of cancellation given to the **PARISH**, in writing, on all of the required coverage provided to the **PARISH**. All notices will name the **TOWN**, and identify the Council Resolution approving the terms of the contract. The **PARISH** may examine the policies at any time

and without notice.

**ALL POLICIES AND CERTIFICATES OF INSURANCE OF THE TOWN SHALL  
CONTAIN THE FOLLOWING CLAUSES:**

- a. The **TOWN** insurers will have no right of recovery or subrogation against the **PARISH**, it being the intention of the parties and the insurance policy so affected shall protect both parties and be the primary coverage for any and all losses covered by the below described insurance.
- b. The **PARISH** shall be named as additional insured as regards to general liability, with respect to negligence by the **TOWN**.
- c. The insurance company(ies) issuing the policy or policies shall have no recourse against the **PARISH** for payment of any premiums or for assessments under any form of policy.
- d. Any and all deductions in the below described insurance policies shall be assumed by and be at the sole risk of the **TOWN**.
- e. The **TOWN** shall require all subcontractors to furnish specific certificate of insurance for each subcontractor and name the **TOWN** as an additional insured under the subcontractors General Liability Insurance Policy, with a Combined Single Limit of at least \$1,000,000.00 per occurrence for bodily injury and property damage.

Prior to the execution of this Agreement, the **TOWN** shall provide at its own expense, proof of the following insurance coverage required by the contract to the **PARISH** by insurance companies authorized to do business in the State of Louisiana. Commercial General Insurance is to be placed with insurers with an A.M. Best Rating of no less than A-Minus (A-), with a Combined Single Limit of at least \$500,000.00 per occurrence for bodily injury and property damage.

No Insurance required herein shall include a deductible greater than \$10,000.00. The cost of the deductible shall be borne by the **TOWN**.

Umbrella Liability coverage or excess liability coverage may be used to meet the minimum requirements.

All policies of insurance shall meet the requirements of the **PARISH** prior to the commencing of any work. The **PARISH** has the right but not duty to approve all insurance policies prior to commencing of any work. If at any time any of the said policies shall be or becomes unsatisfactory to the **PARISH** as to form or substance or if a company issuing any new policy, submit the same to the **PARISH**, the **TOWN** shall promptly obtain a new policy, submit same to the **PARISH** for approval and submit a certificate thereof as provided above.

Upon failure of the **TOWN** to furnish, to deliver and maintain such insurance as above described, the contract, at the election of the **PARISH**, may be forthwith declared suspended, discontinued or terminated. Failure of the **TOWN** to take out and/or to maintain insurance shall not relieve the **TOWN** from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligation of the **TOWN** concerning indemnification.

8.0 **Cost and Collection Records.** The **PARISH** shall be entitled to audit the books, documents, papers and records of the **TOWN** and any subcontractors which are reasonably related to this Agreement. The **TOWN** and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to funds collected and shall make such materials available at their respective offices at all reasonable times during the Agreement, for inspection by the **PARISH**, and copies thereof shall be furnished if requested.

9.0 **Notice.** All notices and correspondence required to be sent shall be by U.S. Certified Mail-Return Receipt Requested, or via nationally recognized overnight courier service addressed as follows:

**PARISH:**

**TOWN:**

10.0 **Assignment.** This Agreement shall be binding upon the successors and assigns for the **PARTIES** hereto. This Agreement shall not be assigned or subcontracted in whole or in part by the **TOWN** as to the services to be performed hereunder without the written consent of the **PARISH**.

- 11.0 **Legal Compliance.** The **PARISH** and the **TOWN** shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Government Ethics (R.S. 42:1101, et seq.) in carrying out the provisions of this Agreement and Legislative Auditor's authority to audit (R.S. 24:513) in order to monitor and evaluate the use of the funds to ensure effective achievement of project goals and objectives.
- 12.0 **Discrimination Clause.** The **PARTIES** agree to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contracting Party agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The **PARTIES** agree not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by any **PARTY**, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.
- 14.0 **Jurisdiction.** This Agreement shall be deemed to be made under the laws of the State of Louisiana, and for all purposes shall be interpreted in its entirety in accordance with the laws of said State. The **TOWN** hereby agrees and consents to the jurisdiction of the courts of the State of Louisiana over its person.
- 15.0 **Severability.** If any provision of this Agreement is held invalid by a Court of competent jurisdiction, such provisions will be deemed amended in a manner which renders it valid, or if it cannot be so amended, it will be deemed to be deleted. Such amendment or deletion will not affect the validity of any other provision of this Agreement.
- 17.0 **Entire Agreement.** This Agreement constitutes the entire Agreement between the **PARISH** and the **TOWN**, and suspends all prior negotiations, representations or Agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **PARISH**, through its Council Chairman, and the **TOWN** its authorized representative.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS: MR. COATES, MR. GOFF, MR. WASCOM, MR. CHAVERS, MR. TAYLOR,  
MS. SANDEFUR, MR. ERDEY, MR. MANGUS

NAYS: NONE

ABSENT: MR. WATTS

ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on November 7, 2024.

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The chair addressed agenda item number 10c, “Parish President’s Report: Adopt a resolution authorizing the Parish President to execute a Cooperative Endeavor Agreement and an Act of Donation for the dedication of the Animal Control property being donated by the Town of Livingston”, and called upon Mr. Jim Gilbert, Chief of Staff to the Livingston Parish President.

Mr. Gilbert addressed the Council members and explained that the Town of Livingston is donating property for the new Animal Shelter. He referred to the plat map that was included in their meeting packets indicating the new property lines. He advised that the Town of Livingston voted to donate the property and it was a unanimous vote. He requested that the Council members adopt a resolution authorizing the Parish President to execute the necessary documents.

**STATE OF LOUISIANA  
PARISH OF LIVINGSTON**

**LPR NO. 24-401**

MOTION was offered by Ryan Chavers and duly seconded by Billy Taylor to authorize the Livingston Parish President to execute an Act of Donation and a Cooperative Endeavor Agreement between the Parish of Livingston and the Town of Livingston for the purpose of transferring immovable property currently owned by the Town of Livingston in connection with the construction of a new Livingston Parish Animal Shelter and the related services it provides for the benefit of the residents of Livingston Parish as follows:



**COOPERATIVE ENDEAVOR AGREEMENT BY AND BETWEEN  
TOWN OF LIVINGSTON and LIVINGSTON PARISH COUNCIL**

This Cooperative Endeavor Agreement (hereinafter referred to as “Agreement”) made and entered into, on the dates and at the places hereinafter set forth by and between:

**Town of Livingston**, a political subdivision of the State of Louisiana, Parish of Livingston, herein represented by J.T. Taylor, Mayor, duly authorized, whose present mailing address is declared to be P.O. Box 430, Livingston, LA 70754; and

**Livingston Parish Council**, a political subdivision of the State of Louisiana, represented herein by Randy Delatte, Parish President, duly authorized, whose present mailing address is declared to be P.O. Box 427, Livingston, LA 70754 (hereinafter referred to as “LPC”); and to serve the public for the purposes hereinafter set forth.

**WHEREAS**, Article VII, Section 14 and Article VI, Section 20 of the Louisiana Constitution provide for the execution of Cooperative Endeavor Agreements and Intergovernmental Agreements, for public purposes by and between political subdivisions of the State of Louisiana; and

**WHEREAS**, Louisiana Revised Statute 33:1324 (1) provides that any parish, municipality or political subdivision of the state, or any combination thereof, may make agreements among themselves to engage jointly in, *inter alia*, the construction, acquisition or improvement and operation, repair and maintenance of public projects or improvements including but not limited to animal control; and

**WHEREAS**, it is for the mutual benefit and best interest of the Town of Livingston and the Livingston Parish Council to enter into this agreement; and

**WHEREAS**, the Town of Livingston and the Livingston Parish Council have agreed upon a plan of whereby the property where the Livingston Parish Animal Shelter is currently located, as well as some additional acreage for the construction of a new animal shelter, more fully shown on Exhibit “A” attached hereto and made a part hereof (“the Animal Shelter”) will be transferred by Act of Donation from the Town of Livingston and acquired and accepted by the Livingston Parish Council, whereby the Livingston Parish Council will assume responsibility for animal shelter operations and maintenance, subject to the provisions of this Agreement and local ordinances.

**NOW THEREFORE**, in consideration of the mutual covenants, conditions and agreements contained herein, the legal obligation, the public purpose and the public benefit, the Town of Livingston and the Livingston Parish Council hereto each agree, contract and covenant as follows:

**Article I-Purpose**

The purpose of this agreement is to set forth the rights and responsibilities of the parties in connection with and for the purpose of transferring immovable property currently owned by the Town of Livingston to the Livingston Parish Council for use as an Animal Shelter for the benefit of all Livingston Parish residents.

**Article II-Obligations and Relationship of the Parties**

- A. Livingston Parish Council shall be responsible for the following:
1. LPC will be responsible for all obligations from the effective date of this agreement forward for the operation and maintenance of the Animal Shelter, including removal of stray animals within the town limits of the Town of Livingston.
  2. System Revenues. LPC agrees that it shall be entitled to all revenues and charges generated by the Animal Shelter.
  3. Permits and Authorizations. LPC will obtain all required permits and authorizations from all appropriate federal, state, parish and local authorities which are required for Animal Shelters. LPC will comply with all applicable federal, state, parish and local laws, rules and regulations. LPC will obtain all permits and authorizations necessary in order to operate, maintain or expand the Animal Shelter.
  4. Provide notification to all appropriate parties of the transfer.
  5. Accept the operation, maintenance, repairs, possible expansion, liability, and expenses of all property on Exhibit “A” attached hereto and made a part hereof. All costs and expenses relating to the ownership, operation, maintenance and possible expansion of the aforesaid, including expenses for routine maintenance and repair and possible

expansion to provide additional capacity to service the needs of the residents of LPC, shall be paid by LPC. LPC shall be responsible to assure compliance with all Federal, State, Parish and Local standards and shall hold the Town of Livingston harmless from the same.

- B. The Town of Livingston shall be responsible for the following:
1. Properly convey title to the property shown on Exhibit A to the LPC by executing an Act of Donation.

This Agreement shall be effective from the date of execution hereof and shall remain in effect for perpetuity unless terminated by written agreement signed by both the Town of Livingston and the Livingston Parish Council.

**Article IV-Hold Harmless and Indemnity**

The parties hereto obligate themselves, their successors and assigns, to defend, indemnify, save, protect and hold harmless each of the parties to this agreement against any and all claims, losses, liabilities, demands, suits, causes of actions, damages and/or judgments for sums of money that may be asserted by any persons or parties resulting from violation by any party to this agreement of the obligations undertaken by such party to this agreement, or any other state or federal law applicable to the project nor arising out of or resulting from or by reason of any act or omission of the other party, its agents, servants, or employees while engaged in, about, or in connection with the discharge or performance of the terms of this agreement. Such indemnification shall include all reasonable and necessary fees and costs of litigation, including but not limited to attorney fees.

**Article V-Conflicting Provisions**

Should any provision of this agreement be deemed inconsistent with or contrary to provisions of federal, state, or local law, or found to be invalid or unenforceable, then such portion shall be considered as not written and the applicable provisions of law shall control. The remainder of this agreement shall remain in full force and effect.

**Article VI-Legal Compliance, Entire Agreement/Modification**

The parties shall each comply with all federal, state, and local laws and regulations. This agreement contains the entire agreement between the parties and no representations were made or relied upon by either party, other than those that are expressly set forth herein. This agreement may be modified or amended at any time by mutual consent of the parties, providing such modification or amendment shall be in writing and signed by all parties.

The parties to this agreement act in an independent capacity in the performance of their respective functions under this agreement. No party is to be considered the officer, agent, or employee of the other for purposes of third-party liability.

Nothing herein is intended to nor shall be construed to create any rights of any kind whatsoever in third persons not parties to this agreement.

All notices required to be given hereunder shall be in writing and mailed, postage prepaid, by *U.S. mail addressed to the respective party as set forth below, unless a different address is later designated by the parties:*

|                            |  |
|----------------------------|--|
| <i>Town of Livingston:</i> | <i>Town of Livingston<br/>P.O. Box 430<br/>Livingston, LA 70754<br/>Attn: J.T. Taylor, Mayor</i>                     |
| <i>LPC:</i>                | <i>Livingston Parish Council<br/>P.O. Box 427<br/>Livingston, LA 70754<br/>Attn: Randy Delatte, Parish President</i> |

**EXHIBIT “A”  
TO  
COOPERATIVE ENDEAVOR AGREEMENT  
BY AND BETWEEN TOWN OF LIVINGSTON and  
LIVINGSTON PARISH COUNCIL**

**A certain tract of land containing 1.997 acres located in Section 24 Township 6 South – Range 4 East, Greensburg Land District, Town of Livingston, Parish of Livingston, State of Louisiana shown as Lot 4-A on survey prepared by Seth J Mosby dated July 29, 2024**

for the Town of Livingston & Parish of Livingston being more particularly described as follows:

Commencing at the southwest corner of the southeast ¼ of section 24, T6S-R4E; proceed north 00 degrees 19 minutes 05 seconds west, a distance of 122.50 feet; thence north 89 degrees 06 minutes 58 seconds east, a distance of 650.32 feet, taken from reference and not surveyed, to the south west corner of Lot 4-A , the point of beginning, being a ½” iron pipe 0.17’ west of a 5/8” iron rod; thence proceed north 00 degrees 55 minutes 45 seconds west, a distance of 418.61 feet along the western boundary of Lot 4-A to the north west corner of Lot 4-A being a found ½” iron pipe; thence proceed north 89 degrees 08 minutes 43 seconds east, a distance of 207.90 feet along the northern boundary of Lot 4-A to the north east corner being a set 1/2” iron rod; thence proceed south 00 degrees 54 minutes 19 seconds east, a distance of 418.50 feet along the eastern boundary of lot 4-A to the south east corner being a set 1/2” iron rod; thence south 89 degrees 06 minutes 58 seconds west, a distance of 207.73 feet along the southern boundary of lot 4-A back to the point of beginning.

**ACT OF DONATION  
INVOLVING BETWEEN**

**TOWN OF LIVINGSTON**, a political subdivision of the State of Louisiana, represented herein by J.T. Taylor, Mayor, duly authorized, whose present mailing address is declared to be P.O. Box 430, Livingston, LA 70754 (hereinafter referred to as “Donor”); and

**LIVINGSTON PARISH COUNCIL**, a political subdivision of the State of Louisiana, represented herein by Randy Delatte, Parish President, duly authorized, whose present mailing address is declared to be P.O. Box 427, Livingston, LA 70754; (hereinafter referred to as “Donee”)

In consideration for the services received by the terms of a Cooperative Endeavor Agreement dated \_\_, 2024, Donor declares that it does by these presents irrevocably give, grant, alienate, confirm, transfer, assign, quitclaim, release, relinquish and donate unto Donee, without any warranty whatsoever, and for the uses and purposes as hereinafter described, the following described two parcels of immovable property, to-wit:

**A certain tract or parcel of ground, together with all buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Livingston, State of Louisiana, in Section 24, Township 6 South, Range 4 East, Greenburg Land District, Town of Livingston, and being further described on a plat of survey prepared by Seth J. Mosby, P.L.S, dated September 26, 2024, entitled “Map Showing The Survey & Exchange Of Property Between Lots 1, 2, 3, 4 & 5, And A Portion Of A 100’ Strip Of Land, Livingston Industrial Park Into Lots 1-A, 4-A, 5-A & The Remaining Portion Of The 100’ Strip Of Land, Containing 1.990 Acres Located in Section 24, Township 6 South, Range 4 East, Greensburg Land District, Town of Livingston, Livingston Parish, Louisiana, For Town of Livingston & Parish of Livingston, said tract or parcel of land being designated as LOT 4-A (6.234 ACRES) and having such measurements and dimensions as shown on said map.**

**Subject to all servitudes, rights of way, building setbacks, and other covenants and/or restrictions as are more fully shown and described on said map, particularly a Drainage Servitude Dedication, an 80’ All Purpose Servitude Dedication Note and an existing or apparent 50’ underground pipeline servitude, or as are recorded in the office of the Clerk and Recorder for the Parish of Livingston, State of Louisiana. (hereinafter referred to as the “Property”).**

**NO TITLE EXAMINATION WAS REQUESTED OF NOR PERFORMED BY THE UNDERSIGNED NOTARIES PUBLIC AND THE DESCRIPTION OF THE PARTIES AND PROPERTY WAS AS FURNISHED BY THE PARTIES HERETO.**

Donee acknowledges and agrees that it shall continue to utilize a portion of the above referenced property as the facility for ongoing operations of the current Livingston Parish Animal Shelter and

will utilize the additional acreage in connection with the construction of a new Animal Shelter and the related services it provides for the benefit of the residents of Livingston Parish.

Donee is hereby subrogated to all rights and actions of warranty that Donor may have against all preceding owners and vendors.

Donee hereby appears and accepts this Act of Donation of the Property for Donee and Donee's heirs, successors, and assigns, and acknowledges due delivery and possession of, all and singular, the Property.

To have to and hold said Property unto Donee, its heirs, successors, and assigns, forever.

All parties signing the within instrument, either as parties or witnesses, have declared themselves to be of full legal capacity.

All agreements and stipulations, and all the obligations herein assumed shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties.

The production of mortgage, conveyance and/or tax certification are dispensed with by the parties hereto. All taxes assessed against the property conveyed herein will be paid by Donee.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS: MR. COATES, MR. GOFF, MR. WASCOM, MR. CHAVERS, MR. TAYLOR,  
MS. SANDEFUR, MR. ERDEY, MR. MANGUS

NAYS: NONE

ABSENT: MR. WATTS

ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on November 7, 2024.

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The chair addressed agenda item number 13, "Adopt a resolution to name an unnamed road, "Luquette Lane", located off LA Highway 22, Maurepas, LA in Council District 8", and called upon Councilman Dean Coates.

Councilman Coates explained the whereabouts and the location of this unnamed road and advised that it was a private servitude. He stated that the property owners desired to construct a road upon it, which required it to be named.

#### **LPR NO. 24-402**

MOTION was offered by Dean Coates and duly seconded by Ryan Chavers to approve naming an unnamed road, "Luquette Lane", being located off of LA Highway 22, Maurepas, LA in Council District 8, for 911 purposes, as approved in writing on October 31, 2024 by the Assistant Permit Director of the Livingston Parish Planning and Development Department.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS: MR. COATES, MR. GOFF, MR. WASCOM, MR. CHAVERS, MR. TAYLOR,  
MS. SANDEFUR, MR. ERDEY, MR. MANGUS

NAYS: NONE

ABSENT: MR. WATTS

ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on November 7, 2024.

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The chair addressed agenda item number 14, "Adopt a resolution to approve the authorization of a waiver for Section 125-126 (b), "Wetland Regulations; Prohibited and Permitted Uses" for Lawson King, located on Perkins Road in Council District 3 – ~~Joseph "Joe" Erdey~~ **Billy Taylor**" and advised that this item was being pulled.

Councilman Billy Taylor affirmed that he wished to pull this item.

Councilman Joe Erdey called upon the chairman and stated that he wanted to put on record that he did not put that on there and did not have any idea how that happened on fourteen (14).

The chair advised that it was a clerical error.

Public input: Thomas Johnson with Alvin Fairburn and Associates: questioned why this item was being pulled

Councilman Billy Taylor addressed Mr. Johnson's question and indicated that he had been contacted by the Parish attorney who counselled that this item should be pulled. He advised that he had tried to contact Cody with Alvin Fairburn's office a couple of times earlier that day, but was unsuccessful and not able to advise him that the Parish's Legal Counsel had suggested that the Livingston Parish Council not approve this waiver and it should be pulled from the agenda.

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The chair addressed agenda item number 15, "Adopt a resolution to request DPW to place a "School Zone" sign on Cecil Drive in Council District 2 – Ryan Chavers", and advised that this item was being pulled as well.

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The chair addressed agenda item number 16, "Discussion of sewage issue in Albany", and called upon Councilman Joe Erdey.

Councilman Erdey stated that there were some people who were having a long time sewerage issue that was located above Albany and they wanted to come up and speak for several minutes. However, he did not see that they were present in the audience that evening. He asked the chair if the Council could just move on because they did not show up.

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The chair addressed agenda item number 17a, "Committee Report(s): Finance Committee", and called upon Councilman John Mangus, Finance committee chairman.

Councilman Mangus reported that the committee was not able to meet because of other meetings that had been scheduled in the Council chambers, but that the Finance committee would be meeting on Thursday, November 21, 2024.

The chair addressed agenda item number 18b, "Committee Report(s): Ordinance Committee: Recommendation(s) of Ordinance introduction(s)", and called upon Councilman Dean Coates, Ordinance committee chairman.

Councilman Coates reported that the committee had no cause to meet as there had not been any ordinances submitted for them to review. He stated that when the committee had subject matter to place on their committee agenda, a committee meeting would be scheduled and also placed on the Council's website.

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Mr. Al Giraud, Parish Legal Counsel, advised that he did not have anything to report that evening for agenda item number 18, "District Attorney's Report".

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Before adjournment, the chair acknowledged that Councilwoman Erin Sandefur had a comment that she wished to make.

Councilwoman Sandefur wished to recognize the Parish's newest school board member, Mr. Bob Seals of District 2, who was in attendance at that evening's Council meeting as an audience member. She stated that she wanted to extend a big congratulations to him and thanked him for his service to Livingston Parish. She stated that they needed him very much.

He was greeted with applause and statements of congratulations.

In addition, Councilwoman Sandefur wished to congratulate all of the winning candidates and the others that ran as well. She looked forward to seeing what the newly elected officials would bring to Livingston Parish.

Councilwoman Sandefur also wished to report on the Trunk-or-Treat event that was held at South Park in her Council District. She conveyed that it was extremely successful and described the many activities that were included.

She further reported about the tire collection event supported by “Keep Livingston Beautiful” that had been facilitated by the Parish President’s office. She thanked the Parish President and declared that it had been a huge success in its achievements as well.

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Having no further business, a motion to adjourn was requested until they would meet at the next regular meeting of the Livingston Parish Council scheduled on Thursday, November 21, 2024 at the hour of six o’clock (6:00) p.m. in Livingston, Louisiana.

**LPR NO. 24-403**

MOTION was offered by Erin Sandefur and duly seconded by John Mangus to adjourn the November 7, 2024 regular meeting of the Livingston Parish Council.

Upon being submitted to a vote, the vote thereon was as follows:

YEAS: MR. COATES, MR. GOFF, MR. WASCOM, MR. CHAVERS, MR. TAYLOR,  
MS. SANDEFUR, MR. ERDEY, MR. MANGUS

NAYS: NONE

ABSENT: MR. WATTS

ABSTAIN: NONE

Thereupon the chair declared that the Motion had been carried and was adopted and that the meeting was adjourned.

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*\s\ Sandy C. Teal*

Sandy C. Teal, Council clerk

*\s\ John Wascom*

John Wascom, Council chairman

The audio and video for this meeting may be found in its entirety on the Livingston Parish Council’s YouTube page at:

[https://www.youtube.com/watch?v=zVSpaWF\\_0Yo](https://www.youtube.com/watch?v=zVSpaWF_0Yo)

It may also be found on the Livingston Parish Council’s website at:

<https://www.livingstonparishcouncil.com/>

If you have any questions, please contact Sandy Teal at the Livingston Parish Council office at (225)686-3027.