

2024-0305

Ord.

INTRODUCED BY: WILLIE COMARDELLE, COUNCILMAN, DISTRICT IV

ORDINANCE NO. 24-9-11

An ordinance to amend the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Sec. 8-2., Visible voting precinct boundaries and polling places., to provide for a permanent change of Polling Places for Precincts 4-1 and 4-1A.

WHEREAS, as a result of the concern of the Allemands Elementary School foyer area not being large enough to host a Presidential Election, a permanent change is required to facilitate elections for Precincts 4-1 and 4-1A.

WHEREAS, the Parish desires to enter into a Polling Place Lease Agreement with the Des Allemands Volunteer Fire Department for the premises located at 16960 Highway 90, Des Allemands, Louisiana 70030, for use as a polling place in accordance with Title 18, Section 533 of the Louisiana Revised Statutes.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the St. Charles Parish Code of Ordinances, Chapter 8, Elections, Sec. 8-2., Visible voting precinct boundaries and polling places. is amended by adding new text underlined and deleted text in ~~strikethrough~~:

Precinct 4-1 and 4-1A. The region bounded and described as follows: Beginning at the point of intersection of the Saint Charles/Saint John the Baptist Parish line and center flow channel of the Saint Charles Canal, and proceeding southerly along the center flow channel of the Saint Charles Canal and the Eighty Arpent Canal to its intersection with the center flow channel of the Vial Canal, and proceeding easterly along the center flow channel of the Vial Canal to its intersection with the centerline of Louisiana Highway 3127, and proceeding southerly along the centerline of Louisiana Highway 3127 to its intersection with the center flow channel of the Eighty Arpent Canal, and proceeding westerly along the center flow channel of the Eighty Arpent Canal to its intersection with the center flow channel of the Paradis Canal, and proceeding southerly along the center flow channel of the Paradis Canal to its intersection with the centerline of the Burlington Northern Santa Fe Railroad Tracks, and proceeding westerly along the centerline of the Burlington Northern Santa Fe Railroad Tracks to its intersection with the extension of the centerline of Louisiana Highway 306 (Bayou Gauche Road), and proceeding southerly along the centerline of Louisiana Highway 306 (Bayou Gauche Road) to its intersection with Kerry's Pointe Lane, and proceeding southerly along Kerry's Pointe Lane and its straight centerline extension to its intersection with the center flow channel of Bayou Gauche, and proceeding westerly along the center flow channel of Bayou Gauche to its intersection with the Saint Charles/Lafourche Parish line in Petit Lac Des Allemands, and proceeding westerly and northerly along the Saint Charles/Lafourche Parish line to its intersection with the Saint Charles/Saint John the Baptist Parish line, and proceeding northerly along the Saint Charles/Saint John the Baptist Parish line to its intersection with the center flow channel of the Saint Charles Canal, the point of beginning.

Polling place: ~~Allemands Elementary School, 1471 WPA Road, Des Allemands, LA~~ Des Allemands Volunteer Fire Department, 16960 Highway 90, Des Allemands, LA

SECTION II. That the Parish President is hereby authorized to execute the Polling Place Lease Agreement on behalf of the Parish of St. Charles, along with any other such agreements and instruments as the Parish President deems necessary to carry out the intent of this Ordinance.

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

YEAS: MOBLEY, FONSECA, WILSON, SKIBA, PILIE, COMARDELLE,
O'DANIELS, FISHER, DEBRULER

NAYS: NONE

ABSENT: NONE

And the ordinance was declared adopted this 23rd day of September, 2024. The provisions of this Ordinance shall become effective immediately.

2024-0305 Polling Relocation-Precincts 4-1 4-1A

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT: September 23, 2024

APPROVED: _____ DISAPPROVED: _____

PARISH PRESIDENT:

RETD/SECRETARY: September 23, 2024

AT: 8:25 pm RECD BY: _____

RECORDED IN THE ST. CHARLES PARISH
CLERK OF COURT OFFICE

ON 9/26/2024

AS INSTRUMENT NO. 484345

IN MORTGAGE/CONVEYANCE/ OATH BOOK

POLLING PLACE LEASE AGREEMENT

STATE OF LOUISIANA

PARISH OF ST CHARLES

THIS AGREEMENT made this 24th day of September, 2024, by and between **DES ALLEMANDS VOLUNTEER FIRE DEPARTMENT**, ('OWNER/LESSOR') and/or the agent of OWNER/LESSOR and the parish of **ST. CHARLES**, ("PARISH") hereby agrees that OWNER/LESSOR will lease the following premises ("LEASED POLLING PLACE PREMISES") located at 16960 Highway 90, Des Allemands, Louisiana 70030, for use as a polling place in accordance with Title 18, section 533 of the Louisiana Revised Statutes.

1. TERM

This lease agreement is for a term commencing on the 1st day of November 2024 and ending on December 31, 2025.

2. AUTOMATIC RENEWAL

This agreement shall automatically renew for a like term of one (1) year at the same rental rate, unless one of the parties to this agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement at least thirty (30) days prior to the expiration date of this agreement.

3. PAYMENT OF RENT

This agreement was made for and in consideration of a rental rate of \$150.00 (One Hundred and Fifty Dollars) per election in accordance of the terms of this agreement. All rental payments shall be mailed to the following address: 16960 Highway 90, Des Allemands, Louisiana 70030

4. TERMINATION OF AGREEMENT

Either party may terminate this agreement upon written notice to the other party at any time, except during the period commencing two (2) days before the date that qualifications open for an election.

5. LEASED POLLING PLACE PREMISES REQUIREMENTS

The LESSOR/OWNER shall give the PARISH the exclusive use of the leased premises for each election held in and involving Ward/district/precinct **4-1 and 4-1A** or any parts thereof. The PARISH is authorized to use and occupy the LEASED POLLING PLACE PREMISES on such election days. Additionally, the OWNER/LESSOR agrees that the LEASED POLLING PLACE PREMISES SHALL BE EQUIPPED WITH THE FOLLOWING:

- (i) sanitary facilities
- (ii) proper electric current, fixtures, and outlets necessary to Voting Machines and conduct the election; and

- (iii) meet the requirements for accessibility for individuals with disabilities.

6. LEASE AGREEMENT CONTINGENT UPON POLLING PLACE BEING IN FULL COMPLIANCE WITH THE ADA AND VOTING RIGHTS ACCESSIBILITY FOR THE ELDERLY AND HANDICAPPED ACT

OWNER/LESSOR AGREES that the LEASED POLLING PLACE PREMISES shall be in full compliance with the Americans with Disabilities Act and Voting Rights Accessibility for the Elderly and Handicapped Act. In the event said LEASED POLLING PLACE PREMISES fails to be in compliance with the Americans with Disabilities Act and the Voting Rights Accessibility for the Elderly and Handicapped Act, the Parish shall immediately give written notice to the OWNER/LESSOR within seven (7) days of the noncompliance and thereafter OWNER/LESSOR will have Thirty (30) days to rectify and/or remedy those defects which cause the LEASED POLLING PLACE PREMISES to fail to be in compliance. Moreover, in the event OWNER/LESSOR fails to rectify and/or remedy those conditions within thirty (30) days of notice of noncompliance, the PARISH has the sole and exclusive right to immediately terminate this agreement.

7. LIABILITY

OWNER/LESSOR of the premises to be used by any person as a polling place on any election day shall not be liable to such person for injury to person or property which occurs on the premises while it is being used as a polling place on any election day, but does not exclude any liability which would otherwise exist for willful or malicious injury to persons or property or liability imposed on the owner, lessee, or occupant of the premises pursuant to Civil Code Articles 2317 or 2322. Nothing shall be construed to relieve any person using the premises of another as a polling place from any obligation which he may have in the absence of these provisions to exercise care in his use of such premises or from the legal consequences of failure to employ such care.

8. TRANSFERABILITY

The OWNER/LESSOR may not assign either this lease agreement and any of its rights, interest or obligations hereunder without the prior written approval of the PARISH. All terms and conditions of this lease shall be binding and enure to the benefit of and be enforceable by the respective successors and permitted assigns of the OWNER/LESSOR. Notwithstanding and foregoing, this lease shall not be sold nor the payments due or to become due hereunder assigned without the prior written consent of the other party.

9. OWNERSHIP OF THE LEASED POLLING PLACE PREMISES

The OWNER/LESSOR affirms that the LEASED POLLING PLACE PREMISES is not owned, occupied, or leased by a candidate in an election, or is a spouse of

any such candidate, or an officer or employee of the state, city, or any of its political subdivisions.

10. TAXES

The OWNER/LESSOR agrees to be fully responsible for the payment of any state and/or federal taxes due under this Agreement. The federal identification number or social security number of the OWNER/LESSOR is 72-7088212.

IN WITNESS WHEREOF, the parties have executed this agreement this 24th day of September, 2024.

WITNESSES:

Michelle Inpatals

Melina Bartholomew

WITNESSES:

Michelle Inpatals

Bene Benin

PARISH OF ST. CHARLES

By: Matthew Jewell
MATTHEW JEWELL

Title: Parish President

OWNER/LESSOR

By: Brian Champagne
BRIAN CHAMPAGNE

Title: Fire Chief