

**Minutes of the Livingston Parish Council  
Livingston, Louisiana  
July 1, 2024**

The Livingston Parish Council met in a special 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, July 1, 2024, at the hour of six o'clock (6:00) p.m. with the following Livingston Parish Council members present:

Lonnie Watts	John Mangus
Ryan Chavers	Ricky Goff
Billy Taylor	Dean Coates
Erin Sandefur	Joseph "Joe" Erdey
John Wascom	

Also present: Brad Cascio, Parish Legal Counsel  
Scott Perrilloux, 21<sup>st</sup> Judicial District Attorney  
Steve Irving and Marty Maley, representing the Parish of Livingston against Ascension Properties, Inc. v. Livingston Parish Government

Absent: Parish President Randy Delatte

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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 addressed agenda item number 5, "Discussion of appointees of Settlement Panel for *Ascension Properties, Inc. v. Livingston Parish Government*, Case 3:24-cv-00171-SDD-SDJ, United States District Court, Middle District of Louisiana (replacement) – John Wascom".

The chair explained that at the last Council meeting, a committee was appointed to work on negotiations for the potential settlement for Ascension Properties. He advised that since that time, there were some that have stated that they appreciated the offer, and were willing to help, but they just could not do it. With that said, there were not going to be three (3) Council members that were going to be there. The chair then asked if there were any volunteers on the Council that wished to go to the settlement conference and he requested if they did, to please speak up and raise their hand.

Councilwoman Erin Sandefur requested to speak and stated that she was officially pulling herself off of this committee. She advised that she needed to state it on public record. She had informed the chairman Friday morning and she will not be serving on a settlement negotiations committee.

The chair noted that there were no volunteers. He stated that because of Councilwoman Sandefur being off of this committee, and his respect of that much, and being in her district, he would not be going.

The chair asked once again if there were any volunteers. If there were no volunteers, the Council had a choice to either abolish the committee or just let it die as it is. He asked what was the Council's pleasure?

Councilman Ricky Goff stated that he did not know what had changed from the last meeting and being in Councilwoman Sandefur's district, he wasn't sure why she was having to step down. He asked if our attorney was aware that this was happening?

Councilwoman Sandefur stated yes, she had informed him as well.

Councilman Goff asked if the attorney could share whether the Council needed to have this committee or if it was a moot point and they no longer needed to have it? He had understood that this was a serious matter and was needed to be in place.

Mr. Steve Irving advised that the federal court had established a settlement process which we have been required to participate in. If they do not participate in it, the federal judge that has the case at the trial, which will be later in July, will likely take serious offense to it, because they are ordered to have the settlement committee. He explained that they are ordered to participate in a settlement, in order to participate in a settlement, they needed to have someone who has authority to act on behalf of the Parish.

Mr. Irving further explained that the settlement began with the Deer Run developer submitting a proposed settlement to the Parish's attorneys that was many, many pages long. They have drafted a response to it and some of its history, but the actual settlement part of it is about four (4) pages and it is much simpler, much easier to understand, and much better for the Parish.

Mr. Irving stated that what he needed was someone from the Parish who will give them the authority to present that proposed settlement to Deer Run and will participate in the negotiations. He further advised that the settlement that he drafted is very favorable to the Parish and even incorporated some of the things that the District 5 residents wanted.

Councilwoman Erin Sandefur stated that it had just been put on her desk that night. Mr. Marty Maley advised that it had been created within the last twenty-four (24) hours.

Councilwoman Sandefur questioned that when they went in to executive session, before that, prior to that, they did not have any information on what the settlement would be and why are they being forced to settle? She asked the attorneys if that was what was going on there?

Mr. Irving advised that they are forced to participate in the settlement negotiations. This has been ordered by the federal judge with the magistrate. Mr. Irving explained that when they had the previous meeting, all that they had was the settlement offer from Deer Run and it had been only received that day. He discussed the timeline of their response and if the Parish could get a settlement like the one that he had created, he thought that it would be very favorable to the Parish, but he could not present it until someone give him the authority to do it.

Mr. Maley wished to advise that the bottom line was that they could have one representative from the Parish with authority go to the settlement conference with the attorneys. Or, they thought that three was a good number because it gives a little more of a cross section.

The chair wished to clarify the subject of the Council's participation in the settlement negotiations. He asked if the Council was required or forced to participate in the settlement, did that mean that if no one from the Council shows up they could be in contempt of court and could be arrested or charged?

Mr. Irving advised that yes, there was a possibility that if the Council just refused to appoint anyone, then they could be in contempt and the other possibility would be that the court issues a subpoena for all of the Council members and then mandates for everyone to appear.

Councilman Ryan Chavers asked if it had to be members of the Council that participated on this panel, or could the Council appoint other representation?

Mr. Maley stated that he did not know if that would be prohibited if they were given that authority.

Mr. Irving wished to make a suggestion to the Council members. He stated that the settlement agreement that he had created that was in front of them had four moving parts. The first was that Deer Run gets a declaratory judgement from the court that establishes what everyone has admitted in the depositions that they had, which is a recognition of the rights that they have. He stated that they had a preliminary plat that had not been challenged, it was properly adopted, they have construction plans that have been reviewed and met all requirements and the only thing that they

need to begin construction is for the withdrawal of the stop work order. Mr. Irving stated that the stop work order had been issued because their fees had not been paid and the Permit office did not have a copy of the construction plans that were approved. He explained that all of that part of it would do, would be to recognize that is the case, which everyone had attested to in deposition.

Councilman Dean Coates interrupted Mr. Irving, and asked if that was the case, why don't they just pay the fees?

Mr. Irving stated that they actually gave them a date for a pre-construction meeting on June 20<sup>th</sup> and sent correspondence advising them that all that was needed was for them to pay the fees and they would get the pre-construction meeting. However, he suspected that they chose not to for strategic reasons. Mr. Maley advised that it had been communicated to their attorney and it is part of their settlement proposal. The other party wished to receive everything, they do not want to just get a pre-construction meeting and pay their fees and start work, they wanted to receive some assurances that this is going to be buttoned up and solid after what they have been through with the prior settlement.

Mr. Irving agreed with Mr. Maley and stated that the proposed settlement agreement would come before the Council twice to be implemented and it would come before the Planning and Zoning Commission to be implemented. He advised that it did propose there to be a development agreement with Ascension Properties and under these terms, the first thing that will need to take place is the Parish will have to pass an ordinance establishing the procedures to do a development agreement.

Mr. Irving wished to recommend to the Council members that those procedures are:

- That if a proposed development agreement is signed, that it be submitted to the Planning and Zoning Commission and it follow their standard process
- If the Planning and Zoning Commission makes a recommendation to approve it, it then would go to the Council for consideration
- The Council would hold its own hearing on it and then decide whether to approve the development plan

Mr. Irving continued to explain that the first thing that would happen would be the ordinance would come to the Council to create the process, then there would be a proposed development agreement which would go through the process.

The chair acknowledged that there were Council members who wished to ask questions.

Councilman John Mangus referred to page 4(e) from the document received from United States Magistrate Judge Scott T. Johnson and advised that it stated in bold that failure to timely comply with all requirements of this order may result in cancellation of the settlement conference and their sanctions at the court's discretion. He stated that was to the attorneys' point that they could hold the Council in contempt of court, however, it could also mean that they could just cancel the settlement and then go to court.

He also wished to address Councilman Chavers point that it doesn't state that it has to be a Councilman. He questioned why the attorneys representing them couldn't just have them do that?

Mr. Irving stated that the requirement is for someone to attend who has authority to bind the Parish and if it was the Council's wishes to give them that authority, they would do that by passing a resolution, and then they would go with that authority to bind the Parish.

Mr. Maley stated that it was their thought that it was prudent to have one, two, three, or five Council members participate in that so it came out more towards what the wishes of the Council might be.

Councilman Mangus advised that he still had questions. He stated that at looking at the settlement, two things stood out to him. Number one, the amendment to the plat would not need separate Planning Commission approval because the development agreement would be approved after the Planning and Zoning Commission hearing as set forth below. He further stated that the Council

would have to accept the original dated September 18, 2023, and the only amendment to that would be sixty-two foot lots. He asserted that this was still two thousand homes. He acknowledged that he was not in agreement to that.

He stated that the other issue was that the Parish will adopt an ordinance providing for the process of the development agreement. He clarified that the Council would have to make this legal, countering that not only does the Council have to agree with it, they would have to make it law.

Mr. Irving advised that process for setting up the procedure was part of the state statute under which this is done. He acknowledged that as far as the plat goes, the September 18, 2023 preliminary plat that was signed by the Permitting Department was done after a properly noticed hearing of the Planning Commission and has not been challenged and it was final. He stated that if Deer Run chooses, they could proceed now, pay their fees and begin construction.

Councilman Mangus questioned why haven't they?

Mr. Maley stated that it was his opinion that they wished for this entire matter to be resolved and reduced to a settlement.

Councilman Mangus stated that they wanted the Council to agree to this. He countered that it was one thing to do something, but the Council members had been elected to try and slow down and improve Livingston Parish and this was more than rubber stamping this, they were making it legal. He stated that this was a tough ask.

Mr. Irving stated that the settlement agreement that he had presented was in two sections. The first being the recognition of the authorization of a declaratory judgement establishing the facts that have already been testified to in the depositions. There being that there is a validly approved preliminary plat signed on September 18, 2023 and there is validly approved construction plans for the first phase of the development and they are entitled to start with that. That has been uniformly been established in all of the depositions.

Mr. Irving stated that another possible way to do this would be to say that the Parish will agree to a judgment that says that, however, if they did that, they would not get the other benefits that Mr. Irving has included in the development agreement for smaller lots and a sunset provision that is also included after three years.

Mr. Maley explained that if they did do that, they then defer to the federal judge to write it the way that the judge wants to.

Councilman Mangus asked that if the Council does go to court and they do win, are the attorneys contesting this plat? He questioned if the June 29<sup>th</sup> court date was kept?

Mr. Irving answered no, they are not contesting the plat. The fight is over the stop work order, not giving a construction plan, not holding a preconstruction meeting and not rezoning the section that has the townhouses. The rezoning of the townhouses is not necessary, the federal judge has already entered a judgement voiding all zoning in District 5. The current proposal meets all the 2.5 lots density requirements for the parish ordinances. Mr. Irving explained that the preconstruction hearing had to do with the way that the construction plans were approved. He advised that once they paid their fees, that will be lifted no matter what. He advised that no matter what, if they could try the lawsuit and totally win it, Ascension Properties could walk in the next day and pay their fees and request their preconstruction meeting.

Mr. Maley explained equal protection, substance due process, and procedural due process and how the judge would be deciding whether those three constitutional provisions were violated or not violated. If they were violated, then the federal judge has broad discretion and could render a judgement with big numbers.

Councilman John Mangus asked if Mr. Jamey Sandefur, member of the Master Plan Review committee, could address the Council and reiterate his point from the last Council meeting.

Mr. Maley stated that when Mr. Sandefur was finished, he wished to speak to the settlement process.

Mr. Sandefur stated that he did not have that paperwork in front of him at that time, but basically there was a 2019 ordinance that stated that any development decisions will be in accordance with the Master Plan from that point on unless the Master Plan has been amended, there had been no amendments to the Master Plan and the Master Plan has that area in question or Deer Run has been identified as rural or agricultural.

Councilman Mangus opined that any preliminary plat that was approved that went against the Master Plan, would be against the Parish's ordinances and therefore non-valid.

Mr. Irving explained that the Master Plan is amended every time that there is an approval of the subdivision plat. He stated that the Master Plan for this development has in fact been amended by the approval of the preliminary plat.

Councilwoman Erin Sandefur stated that in the past, the Council has violated Open Meetings laws and are in litigation for that, and on last week's agenda it read:

*Discussion, including possible Executive Session, to authorize Livingston Parish President Randy Delatte to both attend the July 10, 2024 mandatory court settlement conference and to negotiate with authority before, during, and potentially after the settlement conference for a settlement*

She stated that it said nothing about the Council members, they come out and they have not appointed him and they appoint three members of the Council to go, which is an issue of state law.

She further advised that once the negotiation is made, it comes back, it goes in the Official Journal for ten days and then it has to come before a public hearing so the public can be heard and then the Council takes a vote. She stated that they were not even following what they had on the agenda which has been a problem in the past.

Mr. Irving stated that has been a problem in the past, but he did not think that it was skewed enough to make it a problem, being the difference between appointing the Parish President and appointing a committee. He advised that the chairman has authority to appoint a committee.

Councilwoman Sandefur stated that it was not on the agenda and they had been called out on that quite a few times.

Mr. Maley stated that it was their belief that the chair could appoint a committee whether you go into executive session or not, he has that authority.

Councilwoman Sandefur asked if that could be permitted even if it was not on the agenda?

Mr. Irving confirmed that the chair could do that and he doesn't need to be in a regular meeting to appoint a committee. The chair advised that he had always practiced appointing committees during a regular meeting.

Councilman Coates questioned if the District 5 citizens court case was still going forward?

Mr. Irving advised that there were two District 5 Citizens Court cases. Councilman Coates interrupted Mr. Irving and stated that he was looking for a yes or no response and that the reason being that he was asking for that was he did not want to deny them their due process. He questioned what happens if they settle to their cases.

Mr. Irving advised that the case that is pending has a summary judgement proceeding that is set in August, and it is a challenge to the approval process for the settlement agreement that was entered into on July the 28<sup>th</sup> last year. So to settle it, would void the Council's approval of the settlement agreement that was entered into on July 28, 2023.

Mr. Maley advised Councilman Coates that if they settled this case before them right now, all of that would be moot. He stated that the Council has the power once and for all and wipe all of that out. He explained that all of those issues had to do with the prior settlement.

Councilman Coates stated that if they do that, then the Council was denying them their right to stop it altogether if that's what they are trying to do.

Mr. Irving stated that there was no procedure and there is nothing pending that is going to stop it, with one exception which is preserved in the draft settlement agreement that he had. He advised that there was another landowner claim and he did not have an opinion that was going to be successful, but one of the requirements for the development agreement that he was proposing that the Council offer a settlement under is, they have to have title to the property, and if their title to the property fails, the development agreement fails.

Councilman Coates stated that has not been determined yet and it is going through a lawsuit. Mr. Irving stated it has not been determined, but legally they are in possession of the property. They have been paying taxes on the property, they are the people who can go on the property and do things, and that puts them in possession of the property. He stated that if someone comes and attacks their title, they are going to have to prove under the present law that they have a better title than the people in possession do. He opined that it was extremely unlikely that they were going to be able to do that, but if they do, the development agreement would fail and it would be over.

Councilman Mangus wished to ask Mr. Cascio about what Mr. Sandefur had stated and asked if the Master Plan changed every time there's a new preliminary plat?

Mr. Cascio stated that it was his understanding that when you are developing a parish and there is a Master Plan in place, you can rely on that Master Plan when developments come up, but as developments are approved, it does act as an amendment and things change.

Councilman Ricky Goff stated that whether they sent somebody or not, or whether the Council gives the attorneys the approval, he felt that someone or multiple people from the Council should be representing them at this settlement conference on July 10<sup>th</sup>. He stated that they should not leave it in some one else's hands. He wished to clarify that if the Council does nothing, then it goes to court, they could get a healthy fine. He advised that the Council and Administration is doing everything that they could do moving forward so as not to have something like this happen again.

Mr. Maley wished to stress that the settlement conference was not anything unique to this case. He advised that any complex, moderately priced case that is received in federal court, the federal judges use the magistrates with their talents to have settlement conferences to try to resolve issues that can be resolved before they get to trial. He further advised that if they give it a good faith effort on July the 10<sup>th</sup> and they cannot resolve it, then they will go to trial on July 29<sup>th</sup>. He stated that it is a different attitude than if they don't participate in the settlement conference.

Mr. Irving also wished to reiterate to the Council members that under this proposal that the attorneys were going to respond back to Ascension Properties, there were things in the proposal for the Parish that are not going to exist if it goes forward without a settlement and they start building pursuant to the approvals that they have. He stated that the Parish will not have a sunset provision on the agreement, there will not be any procedures in place to have the development reviewed every year, and the Parish will not have any control.

Mr. Irving advised that the agreement states that the development code that exists on the day that the proposed development agreement is signed and it is the one that applies to the entire development.

Councilman Mangus questioned where Mr. Harris's claim was in the agreement. Mr. Irving advised that it was covered in the ordinance under which the development agreement is created. He asserted that there was a provision in that ordinance that states that the person who enters into the development agreement with the Parish must have title to the property.

Mr. Maley advised that they warrant that they have the title which brings Mr. Harris's issue to the forefront. If they do not have the title and Mr. Harris proves that it is really him and his people in Texas that have title, then the development agreement fails.

Councilwoman Sandefur asked if it only takes \$4,000.00 for them to pay their fees and get started, then why haven't they done that? What is the sticking point?

Mr. Irving stated that he knew exactly what the sticking point was, and there were several of them.

He advised that the first thing was that they had achieved compliance with the statutory density requirement that the Parish had by having designated green space. He stated that everyone strongly suspects that they will try to come back and develop the green space and create additional lots, thereby making their density more than the amount in the Parish ordinance. He stated that was one of the things that they were trying to eliminate for the Parish. Mr. Irving further advised that Deer Run development does not presently have a flood plain permit to develop the flood plain and the proposed agreement will make sure that they can't develop the flood plain.

The chair advised Mr. Irving that he thought Councilwoman's Sandefur's question was why aren't they starting right now.

Mr. Maley advised that he had stated this earlier, Ascension Properties wished to have everything wrapped up and have the federal judge's blessing once and for all and that all of the procedures are being followed and they will not be subject to any attack. Mr. Irving added that there is concern on Ascension Properties' part that the Parish is continually amending the development code and this would freeze the development code.

Councilwoman Sandefur advised that she just wanted to say that on the agenda, it was to send Randy Delatte to negotiate this deal, he is the Parish President, and he issued the stop work order. The attorneys advised that the Parish President would be in attendance at the July 10<sup>th</sup> meeting.

Councilwoman Sandefur stated that the Parish President knows the full history of all of it.

Councilman Coates requested to ask Mr. Cascio a question. He stated that they were talking about taking a vote on this, however, the agenda on number five says discussion of appointees of settlement, it says nothing about taking a vote on this issue. He stated that he wanted Mr. Cascio's legal opinion on that.

Mr. Cascio stated that he hadn't heard anyone call for a vote, they were just in discussion.

Councilman Coates stated that he thought that they had spoken about giving authority to someone else or something like that that would require a vote.

The chair stated that if there was not a wish of the Council to move forward, then he did not know if there was anything left for the Council to talk about on that specific item.

Councilman Ricky Goff wished to state again that he had been appointed by the chairman to be on the three member panel for the settlement conference and he was ready to go. He felt that it was his responsibility when he took his oath to make these hard decisions. He addressed Councilwoman Sandefur and did not know why she no longer wished to serve but he felt that it was highly necessary for her to be at the settlement conference because she knew this matter more than anyone. He stated that if anyone else wished to volunteer, or be it them that had been appointed, he felt strongly that they needed to go. He advised that if he had to go alone to the settlement negotiations conference, then he would go by himself because he did not want to get to the 29<sup>th</sup> and have the federal judge rule that they would have to pay a substantial number awarded to the defendant.

Councilwoman Sandefur asked Councilman Goff if he was familiar with the Concerned Citizens of District 5? She asked if he had spoken to the concerned citizens of District 5?

She stated that they have made it very clear that they do not really want a settlement, and that was what her understanding of it is, and so by entering into this, she advised that he was kind of cutting them off and not allowing them their due process.

Councilman Goff asked if she had heard what the attorneys had explained about the federal judge and if it goes to court on July 29<sup>th</sup> ? She advised that she did. Councilman Goff advised that Ascension Properties had everything that they needed to start construction with the exception of their fees.

Councilwoman Sandefur stated that did not make any sense.

Councilman Goff advised that it was his understanding from their attorneys that it was the wishes of the other party who wanted to have everything wrapped up and done before proceeding any further. He stated that if the Council does not do this, he wanted it on the record that it would cost the Parish a ridiculous amount of money. Councilwoman Sandefur asked him if he was sure about that? He noted that he was relying on their attorneys for that information.

The chair wished to keep the meeting moving forward and hinder anyone from repeating themselves. He stated that he knew that Councilwoman Sandefur had stated that she was not going to attend and did not want to be a part of the committee. He advised that since it was her district and he did not want to be the one to speak for all nine districts of the Parish, he asked what was the pleasure of the Council. He asked the Council for direction and if there would be a motion to get rid of that committee or not have the chair appoint anyone and let it die. Unless he received that direction, he was going to remove Councilman Goff, he as the chairman was volunteering to be off of the committee and Councilwoman Sandefur was getting off, and unless there were some other volunteers, he was going to say that there was no one appointed to the committee.

Councilman Goff wished to ask the attorneys in reference to the chair's statement, whether he is appointed to the committee or not, or if no one is appointed, it was not on the agenda to give anyone the authority to go to the settlement agreement. He asked if they were bypassing that and then show up on the 29<sup>th</sup> and hope for the best? He asked if that was what he understood?

Mr. Irving advised that they will try the case. He requested for them to remember that authority to do this development is not on the table because the depositions have established that they have an approved plat and approved construction plans. He stated that no matter what happens in the case that is before the court, it will in no way stop the development from starting or progressing. Mr. Irving explained that they would be having a different discussion if there was some process that could occur in the case by which they might win and stop the development and get what everyone wants.

Councilman Goff asked if Mr. Irving could pause at that point and asked if he could repeat the three things that this federal judge can assign penalties to this Council and this Parish based upon.

Mr. Maley stated that they were substance due process, procedural due process and equal protection, and they were the three constitutional provisions that are in play. He did not wish to tell them that this was a slam dunk on any of the three of those provisions, but the depositions lend themselves to some information that that lawyer can use. Mr. Maley advised that they had gotten way over the top in their discussion and were speaking about trial strategy among other things. He stated that the bottom line was did the Council want the attorneys to have authority to go settle the case on the 10<sup>th</sup> or not.

Mr. Maley recognized that Councilman Goff was willing to go to the settlement conference on behalf of the Council as their representative. He advised that if they disbanded the committee, he did not know what kind of effect that would have, but Councilman Goff was willing to go and be the voice of reason and report back to the Council during that process to see if they could get it resolved.

The chair advised that he was fine with Councilman Goff attending, but he did not know about giving him the authority to speak for the whole nine Councilmembers.



The chair stated that if it were the desire of the Council to offer him to go and listen and then come back to the Council to report what had been said.

Mr. Maley stated that they did not have that privilege. He advised that they would go there on the 10<sup>th</sup> and it is either going to be resolved or not.

Mr. Irving stated that there was a way which he had put in the proposed agreement. He advised that as he had stated a while ago, the procedure that he had set out would come back to the Council for approval at least twice and it would come to the Planning and Zoning Commission at least once assuming that they received the settlement.

Mr. Maley stated that if they do not get a settlement, then it is going to go to Judge Dick, and she would be making all of the decisions for everyone, including the Fifth District folks and she will craft something that she thinks is appropriate.

Councilman John Mangus had many questions in regard to the proposed agreement. Mr. Irving advised that what the agreement says is that the development code that applies under the development agreement is going to be the one that is in effect on the date that the proposed development agreement is signed and that is a date in the future and has not happened yet.

Mr. Irving further advised that the basis for the development agreement will be the plat that is already approved with the one modification which is the size of the forty-two foot lots, in addition to the development code requirements that are going to apply under the development agreement are going to be those that are in effect on the date that the proposed development agreement is signed. He explained that the development agreement has not been signed yet.

Mr. Irving stated that the green space requirement and whether it can be wetlands is covered by the existing ordinance. He advised that his appreciation is that it can be some kinds of wetlands and there are other kinds of wetlands that it cannot. He explained that there are certain kinds of wetlands that are subject to regulation under the flood plain ordinance. He further advised that one of the other provisions that is included is that they will not develop anything that is subject to the flood plain ordinance. Ascension Properties does not currently have a flood plain permit. They could file for and request a flood plain permit and it would have to be reviewed under the criteria that other people who have applied for flood plain have been reviewed by, meaning that there would not be any ability to treat them differently from the way that other people have been treated. Mr. Irving advised that he tried to be totally consistent with that.

Councilman Goff questioned if there was any reason why the Parish President could not be the representative of the Parish Council in the settlement conference and have that power and authority? He asked if it was because the Parish President is considered Administrative and the Parish Council is the Legislative body?

Mr. Maley stated that was the consideration, they wanted some legislative representation to make sure that everything was solid and that you are a cross section and they could receive your input and make it part of the resolution, or point out things that you say are deal breakers and you cannot have in the settlement. He explained that either way, the federal judge is expecting them to participate.

Councilman Goff questioned if the Parish President could carry out what the Council is saying.

Councilwoman Erin Sandefur stated that was what the attorneys put on the agenda at the last meeting.

Mr. Irving advised that Parish President Randy Delatte could go as the representative for the Parish and they could appoint him as the representative to go for the Parish. He stated that the Parish President was planning on going to the settlement conference anyway and was bringing a number of his technical staff.

The chair stated that if it was the desire of the Council, they can pull all three of their members from the Council and say that the Parish President is the Council's representative.

Councilwoman Sandefur asked if he could abolish the committee as the chair and do that?

The chair stated that he would think that the committee would be made up of him only. Councilwoman Sandefur stated that it was not a Council committee.

There was a question as to how the Council formed the panel from the last meeting when they came out of executive session and if it had to be Council members.

The chair stated that if everyone was okay with that, they would state that the Parish President is the appointment.

Councilman Coates stated that he had a question for Mr. Cascio. He asked is it legal for them as a Council to give that authority to one person to negotiate that settlement?

Mr. Cascio stated that typically the Council could pass a resolution authorizing the Parish President to sign documents and enter into agreements. He advised that was not on the agenda for that evening's meeting, so if they did not do it at the last meeting, they were not going to do it that evening.

The chair stated that maybe that option is off of the table then.

Councilwoman Sandefur stated that she did not think that they should give their Council authority to the Parish President, he needs to go as Parish President.

Mr. Maley indicated that he agreed with Councilwoman Erin Sandefur one hundred percent (100%).

The chair stated that maybe they should not take any action that night and he will declare that the panel will be dissolved.

Public input: Henry "Hugh" Harris, advised of documents that were filed at the 21<sup>st</sup> Judicial District Court that day and disputed the title of the property

The chair allowed an open discussion and the Council and Mr. Harris both asked each other questions in regard to the property dispute and the upcoming settlement conference.

Public input: Chad Digirolamo, resident of Vincent Trace, Denham Springs; wanted to remind the Council members that they were voted in at the last election because they were on their side to stop this development or slow it down and he wants the Council to do what's right and what they were elected to do by them to protect them and their families

Councilwoman Sandefur stated that this was the perfect moment to go on record and say that we, she could speak for herself and felt that others would agree, are absolutely committed to protecting the health, welfare and safety of the people of Livingston Parish and all districts that they serve.

The chair asked if there was any action from the Council, otherwise they were going to move on to the next agenda item.

Having no other comment, or desire to take action, the chair moved to the next agenda item.

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The chair addressed agenda item number 6, "Consideration of engaging Dannie P. Garrett, III, Attorney at Law, LLC as special counsel under Section 4-02(B) of the Charter to provide legal services to the Council and members thereof.", and stated that this item had been placed on the agenda by Councilman Erdey and Councilman Dean Coates.

Councilman Erdey wished to thank the public for coming out that evening to hear this because this is very important. He stated that ever since he had been there he has heard a lot of talk that they do not have strong representation by the Council. Not from numerous Council people, not every single one of them but from numerous ones. He advised that he took that to heart about finding better representation and he was fortunate to have met with an attorney from Baton Rouge. He indicated that he had spoken with him and he thought also that a few other Council members may have spoken to him and he thought that he was more than capable of leading Livingston Parish into the future, not just for the elderly or older people, but for their kids, and grandkids. He stated that he wished to repeat that, he's more than capable of leading Livingston Parish into the future for us and the kids.

Councilman Erdey stated that they were all there that evening to meet this man and listen to his qualifications, and upon that, answer any and all questions you may have. He advised that he did not know if it would be possible, but if they could, if they could vote on something that evening pertaining to hiring him and changing the meeting times, they could discuss that as they moved along.

He at that time introduced Mr. Dannie P. Garrett, III and invited him to come forward from the audience and give them his itinerary.

Mr. Garrett greeted and introduced himself to the Council members. He explained how he had met Mr. Erdey because he had contacted him about representing him in the litigation that he was involved in. He stated that from that, he and a couple of the other Council members asked what else that he did. He explained that he had graduated from LSU Law School, had worked in the past for the Louisiana Municipal Association representing municipal governments, from there he went to the Legislature and was the attorney for the House and Governmental Affairs committee. From there, he was recruited over to the Police Jury Association where he served as General Counsel for a decade, since 2011 he has been in solo practice with the exception of working for a couple of years with the Butler Snow Law Firm in Baton Rouge. He currently has his own practice and a significant portion of his practice is representing Parish governments. He is the parish attorney in West Feliciana Parish and also one of the attorneys in Pointe Coupee Parish and helped them draft their new Home Rule Charter. He is also the attorney for the Plaquemines Parish Council and does regular work for West Baton Rouge Parish, Tensas Parish and Madison Parish. He also represents some school boards, as well as the Louisiana School Boards Association, a Library Board and a couple of other local government interests. He advised that he has been doing local government for basically his whole legal career.

Mr. Garrett explained that when the question was posed to him to look at the Livingston Parish Charter in regard to the District Attorney's office as the statutory legal advisor, he advised that was the base of Parish government. He stated that even with Police Juries that he represents, the District Attorney is the statutory legal advisor, and there is a process that he is appointed as special counsel to the work that the District Attorney would prefer to be handled by someone else. He further advised that in other parishes that he has worked in, they opted to create a Parish attorney's position, which he serves through contract. Whereby in other parishes, he serves as special counsel and does not handle their day-to-day business, he does only what they ask him to do.

He stated that one of the things that was discussed with him in particular, was his work with Plaquemines Parish. He advised that their parish is somewhat unique in that it states in their Charter that the Council has the ability to hire their own lawyer, along with a Parish attorney. He stated that he had been working there since 2016. He stated that he works for the Council, he attends their meetings, he assists the Council members with everything from parliamentary procedure to drafting ordinances to ethics issues.

Mr. Garrett explained in detail differences between appointed special counsel and other ways that parish governments have legal representation. He also read from Attorney General Opinion 12-0071.

He stated that what was provided to him, because he understood that the Moody Law Firm handled that, and back in May, there was somewhat of a change to the engagement agreement between the

Moody Law Firm and the District Attorney's office with regard to what the Moody Law Firm would provide. He advised that two of the significant changes were a provision that they were lowering the amount of money and for that the Moody Law Firm would have to provide some less services. He further advised that one of those items was not being required to attend Council meetings and also not being required to respond to specific questions by members of the Council. He was asked by a couple of members of the Council if he would be willing to fill that role.

Mr. Garrett stated that the first thing that he looked at was a conflict that he had, that the Plaquemines Parish Council meet on the second and fourth Thursday of every month. He explained that they have been a client since 2016 and it would not be professional of him to say he could represent the Livingston Parish Council, when he has been their representation.

He told a couple of the Council members that the only way that he would be able to assist the Livingston Parish Council in filling that gap into what was being reduced in the new engagement letter with Moody Law Firm is if the Council could move their meetings to a different date when he had availability. He advised that there had been an expression to him that there may be interest in moving the Council's regular meeting dates to the first and third Thursday of each month and if that would happen it would open up that availability.

Mr. Garrett stated that at the request of a couple of Council members he had submitted a proposed letter of engagement that provides that they would attend the Council meetings, provide direct legal advice to members of the Council for matters pertaining to them serving as members of the Council. There was a proviso that stated that the only way it could work is if the Council members were willing to move their Council meetings to the first and third Thursday because he cannot walk away from his long term client.

The chair stated that Councilman Dean Coates wished to ask Mr. Garrett some questions.

Councilman Coates stated that he did not want to say anything negative about Mr. Moody or their representation, all that he wanted to do was clarify a couple of issues. He advised that as he looked on his engagement letter numbers one through three, he had a lot of notations on his copy, but all of those require responding to unlimited phone calls from the Parish Administration and the Council clerks. There is no responding to any Council members on any particular items. He asked Mr. Garrett if he would be willing to do that in his engagement letter? He said that he thought that he had already stated that he would, but Councilman Dean Coates just wanted to make sure that it was on the record.

Mr. Garrett stated that in his engagement letter, it specifically states "Provide assistance, advice and guidance to any member of the Council related to the holding of offices, a member of the Council including but not limited to the Code of Governmental Ethics, public records law, the Livingston Parish Home Rule Charter. Provide assistance and guidance drafting ordinances, resolutions and other items for consideration by the Council as requested by the Council or by any individual member thereof. He indicated that he wanted to state what he was offering to do for the Council to sort of fill the gap in what the Moody Law Firm was withdrawing. He also stated that he did not have anything negative to say about the Moody Law Firm. He knew that they have been a long time counsel for the Livingston Parish Government. He advised that he was not aware of the change in their engagement until it had been provided to him and that is what got it started where it had been asked of him to fill the void.

Mr. Brad Cascio, Assistant District Attorney and Parish Legal Counselor, requested to speak and address the new engagement letter. He advised that the wording in the engagement stated: "Parish Administration, Council clerks or Council representative". He wished to speak on behalf of himself in reference to what was being said.

Mr. Cascio advised that there had not been a single time in regard to unlimited phone calls, text messages and emails that had not been met quite frankly from anyone. He admonished that each one of them had his personal cell phone number and not once, whether they call at 7:00 in the morning when he is getting his children ready for school or 8:00 at night when he was tucking them in bed, has he ever denied any Council member a phone call, text message or email. He

continued and stated that if it had been at that time, he would text them back and advise that he was putting his child to bed and he would call them right back. He wished to make that very clear. He clarified that he had not stopped rendering any services to anyone for any reason, nor does he charge anything for those phone calls.

The chair allowed an open discussion.

Mr. Cascio challenged the Council members to name one time that he has ever denied a phone call from any of them or an email or a text message received on a weekend, holiday, night or morning. He acknowledged that he did not mind doing that for them, he had been a public servant since he started working.

Councilman Coates stated that he did not think that anyone was accusing anyone of that at this time, what they were just talking about was the contract changed to reflect that. He further stated that if anything, a representative for the Parish Council needs to be accepting of Parish Council members that want to call them and that contract said something different and when they found that out it was a cause for concern.

Mr. Cascio countered that he felt that this was more of a concern on the Administrative end that they wanted to be informed about what was happening and questioned what was going on and it had nothing to do with them wanted to limit our contact with the members of the Council.

Councilman Ryan Chavers read from the Moody Law Firm engagement letter and questioned if Mr. Garrett would attend the Council meetings if they changed their meeting dates?

Mr. Garrett stated that the flat fee would include his attendance at their Council meetings as well as responding to any individual Council members, similarly to what the Council historically had through the Moody Law Firm. He was not sure internally at the Moody Law Firm how this is being handled, but what had been related to him, was that there was this apparent change in what the Moody Law Firm was going to in exchange for the reduced amount that they were being paid.

Councilman Chavers advised that he and Mr. Garrett had already talked on the phone, but again, he just wanted it to be public record for this same engagement letter which he was sure that he would revise if the Council engaged him, Mr. Garrett would come to the Planning Commission meetings on the first Tuesday if that date worked for him?

Mr. Garrett advised that he did not have a conflict on the first Tuesday of the month.

Councilwoman Erin Sandefur wished to state that Mr. Garrett's fee was \$2,000.00 a month and his AG rate was \$225.00. She advised that it was very important to her and something that she had been asking for was an itemized statement of the retainer. He was also willing to provide them with invoices.

Mr. Garrett wished to clarify Councilwoman Sandefur's statements. He advised that he had a similar arrangement with Pointe Coupee Parish where for a flat fee, he attends their meetings and he answers general questions. If they engage him to do litigation, then he will bill by the hour and they receive a regular, traditional billing sheet. He does not do a billing sheet for them for the \$2,000.00, it's just they call him as much as they want to use him. He stated that he is not billing by the hour, so he would not be keeping up with the hours for that.

Mr. Cascio stated that what they had been trying to explain is that on a retainer amount, no law firm in the country is going to give you a minute by minute, hour by hour itemized bill for that, no one keeps track of that because it is a flat fee. Mr. Cascio stated that in addition to that, he would like to point out that the \$6,000.00 that they Moody Law Firm receives, comes from the District Attorney's office, which is already being funded by the Parish government, under Mr. Garrett's contract, it would be an additional \$2,000.00 a month, in addition to what is already being paid to the District Attorney's office.

Councilwoman Sandefur advised Mr. Cascio that they were not trying to take him out, reading the contract, you can dissolve it within 30 days or keep it, so if Mr. Delatte wants to renegotiate it, that is fine, they did not have a problem with that.

Mr. Cascio stated that he thought that there was a bigger picture that was present that was being glossed over. He reported that he had sent out a memo earlier that day that they Louisiana Supreme Court has already looked at something like this. He stated that St. Tammany's Home Rule Charter had the exact same language that the Parish of Livingston has, and they ruled that you cannot do this.

Councilman Chavers stated that Mr. Garrett would be making up the short fall where the Moody Law Firm put in the engagement letter, the obligation of coming to the Council meetings. Mr. Garrett is stating if that they are not willing to do that, then he was willing to do it. He reiterated that Mr. Cascio and Mr. Moody have no obligation at that moment where it stands to come to their Council meetings as their legal representation.

Mr. Cascio challenged his statement and advised but they do. Councilwoman Sandefur stated that he was not present at the last two meetings. Mr. Cascio advised that he was out of town at conference for the District Attorney's office last week, but any time that he is available and any time that he is asked to show up, he does not mind attending. He stated that was what he was there to do.

Councilman Dean Coates questioned the fee of \$175.00 an hour, correct? Mr. Cascio answered and asked if that was more or less than \$2,000.00 a month in addition to what the Council is already paying?

Councilman Dean Coates stated that he thought that he didn't know was how their fee structure was set up, but if a contract was negotiated between the Parish President and the Moody Law Firm then it would appear that whatever they were paying to the District Attorney's office to in turn pay Moody Law Firm would be in excess of what they would normally pay.

Mr. Cascio did not follow what he was saying, because he did not do the book keeping.

Councilwoman Sandefur wished to comment that she did inquire to Parish President Delatte and he was perfectly fine with this and said yes, the money is there and it is okay.

Mr. Cascio stated that may be, he did not know, however, he had an appreciation of what the Louisiana Supreme Court had ruled, and that is you cannot do this. He stated that if they wished to do this, then do it. However, it was his job that whatever they did do, that they do it correctly and it was his appreciation of the law that if this is what the Parish Council wants to do, the Parish Council has to amend the Home Rule Charter.

The chair allowed an open discussion.

Councilman Ricky Goff wished to question where Mr. Cascio, Mr. Moody and the Moody Law Firm and what their shortfalls were, and being responsive to the Council members. He thought that everyone present would agree that Mr. Cascio has been responsive and no one could dispute that. He asked what were the shortfalls that is in the contract based on where it is at now versus what Mr. Garrett is going to fill, in addition to trying to change the Council meetings which will be in conflict with the televised portion of their meetings. Councilman Goff recognized that the only way that the Council would be able to hire Mr. Garrett would be as special legal counsel for a special purpose. Councilman Goff stated that he could not see the real void.

Councilman Dean Coates wished to have a rebuttal and questioned Mr. Cascio on hourly attorney and paralegal charges.

Mr. Dan Garrett interjected and stated that he wished to clarify, that if the Moody Law Firm was going to continue to come to their meetings and to respond every time that the Council members call, then there is no void. He stated that what was portrayed to him was that the engagement letter

had some wording semantics and maybe it needed to be changed to state that any member of the Council could contact the Moody Law Firm within that existing \$6,000.00.

Mr. Garrett further stated that if they would be getting the exact same services for \$6,000.00 that you were receiving for \$8,000.00, it made no sense to hire him. He wished to be the first to tell them that. He advised that with regard to the St. Tammany case and stated that Mr. Cascio was absolutely right, the Council did not have the authority to hire him under the St. Tammany case, but that does not prohibit them from hiring special counsel if authorized in their Charter, and that is essentially what the Attorney General's opinion had determined that he had read earlier. He stated that if the Moody Law Firm is not going to be able to provide the same services that they were and the Council wished to engage someone for that narrow purpose, then that would fall within Section 4-02 of the Parish's Charter as special counsel. He further stated that if Moody Law Firm was going to continue to provide the exact same services at a lesser rate, then you should do that.

Mr. Garrett stated that he was asked to submit his proposal because he thought that there were some members of the Council when reading the new engagement letter felt like they were not going to have the ability to call upon Mr. Cascio whenever they needed to and were not going to necessarily have legal counsel at each of the Parish Council meetings, which he felt was critical and discussed why he felt that way.

Mr. Scott Perrilloux, 21<sup>st</sup> Judicial District Attorney, wished to address the many things that had been said previously in the meeting. He explained that there had been negotiations that were done six months ago when Mr. Delatte and the new Administration took office in regard to the agreement with Mr. Moody. He indicated that they were asked to reduce their fee, which they did, and the level of services is not anything less. He addressed comments and accusations that had been made by some of the Council members. He also acknowledged that changes could be made to the Home Rule Charter.

Councilman Joe Erdey addressed Mr. Perrilloux.

Mr. Garrett and Mr. Perrilloux discussed the Attorney General's Opinion about engagement of special legal counsel and Montgomery versus St. Tammany. The chair allowed an open discussion.

Councilwoman Sandefur had several things that she wished to say. She addressed Mr. Perrilloux and advised that Livingston Parish was the fastest growing parish in the state and that they needed help! She stated that the attorney that Mr. Delatte and the District Attorney entered into contract and a letter of engagement with, could not handle the full load of what they have going and what happens if a lawsuit happens and they are thrown into it and Moody Law Firm decides that they do not want to have anything to do with it. She said they have a problem and they cannot afford to have that problem anymore.

Mr. Cascio responded to Councilwoman Sandefur's allegations. He stated that it is not a problem. If there is a specific lawsuit that is a narrowly tailored issue, that is when the Home Rule Charter allows the Parish to hire counsel. He referred to the two gentlemen that appeared earlier in the special meeting.

Councilwoman Sandefur addressed District Attorney Perrilloux about a past conversation in that Council chamber about reappointment for an attorney for them. She stated that they had a specific conversation about it and she advised that part of that conversation was monetary. She advised that they were not spending any more money than they were at that time that she and the District Attorney had that conversation if they engage Mr. Garrett for special counsel.

District Attorney Perrilloux advised that he was not addressing the monetary issue, the fact was it violated the Parish's Home Rule Charter. There was discussion about the wording of the Home Rule Charter and what the specific purpose would be to engage Mr. Garrett.

District Attorney Perrilloux suggested that the Parish Council obtain a new Attorney General's opinion.

The chair allowed the Council members to ask questions and there was a very, very lengthy discussion.

A motion was made and a second motion was made to revise the letter of engagement with Mr. Dan Garrett. There were several different versions of the motion and much open discussion.

Public input: Mr. Henry “Hugh” Harris

**LPR NO. 24-261**

MOTION was offered by Erin Sandefur and duly seconded by Dean Coates to revise the letter of engagement with Dannie Garrett for special counsel as per Section 4-02(b) in the Home Rule Charter for clarification of what he would be representing the Council for.

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

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

NAYS: MR. WATTS, MR. GOFF, MR. WASCOM

ABSENT: NONE

ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on July 1, 2024.

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The chair addressed agenda item number 7:

“Consideration and Introduction of ordinance to provide for amending Section 2-2(a), “Parish Council – Regular and Special Meetings”, changing the regular meetings of the Council to the first and third Thursday of each month, beginning with the third Thursday of August 2024 – Joe Erdey”

The chair asked what was the wishes of the Council?

Councilman Billy Taylor stated that he wished to make a motion to table the introduction until they get Mr. Garrett’s engagement letter back. The chair recommended to defer. Councilman Taylor agreed.

**LPR NO. 24-262**

MOTION was offered by Billy Taylor and duly seconded by John Mangus to defer the introduction of the proposed ordinance to amend the regular meeting of the Livingston Parish Council from the second and fourth Thursdays of each month to the first and third Thursdays of each month.

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

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

NAYS: NONE

ABSENT: MS. SANDEFUR

ABSTAIN: NONE

Thereupon the chair declared that the Motion had carried and was adopted on July 1, 2024.

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Having no further business, a motion to adjourn was requested until the next regular meeting of the Livingston Parish Council scheduled on Thursday, July 11, 2024 at the hour of six o’clock (6:00) p.m. in Livingston, Louisiana.

**LPR NO. 24-263**

MOTION was offered by Billy Taylor and duly seconded by Ricky Goff to adjourn the July 1, 2024 special meeting of the Livingston Parish Council.

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



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

NAYS: NONE

ABSENT: NONE

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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*Sandy C. Teal*

Sandy C. Teal, Council clerk

*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=xitRTj8bw\\_s](https://www.youtube.com/watch?v=xitRTj8bw_s)

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.