

OFFICIAL PROCEEDINGS OF  
THE ST. MARY PARISH COUNCIL OF THE  
PARISH OF ST. MARY, STATE OF LOUISIANA

APRIL 11, 2018  
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman Kevin Voisin presiding and the following members present: Rev. Craig Mathews, J Ina, Dale Rogers, Glen Hidalgo, Ken Singleton, Patrick Hebert, James Bennett, and Paul P. Naquin, Jr. Absent were Sterling Fryou and Gabriel Beadle.

The Invocation was pronounced by Rev. Mathews and the Pledge of Allegiance was led by Mr. Bennett.

Mr. Naquin moved that the reading of the minutes of the Second Regular Meeting, March 28, 2018 be dispensed with and that the same be approved. Mr. Hebert seconded the motion, which carried.

Chief Administrative Officer, Henry “Bo” LaGrange, presented his report for a two (2) week period ending April 11, 2018. (All items in Mr. LaGrange’s report are informational.)

Mr. Naquin moved that the Public Hearing Report, March 28, 2018 be approved. Mr. Rogers seconded the motion, which carried.

Mr. Voisin informed that the Senior Luncheon will be held on April 17, 2018 at 11:00 a.m. at the St. Mary Parish Senior Center in Morgan City.

Mr. Naquin informed that the Senior Luncheon will be held on April 12, 2018 at 11:00 a.m. at the Franklin Recreation Center.

Rev. Mathews informed that casting for the “Chosen Men” production will be held on April 15, 2018 at 4:00 p.m. at West St. Mary Civic Center in Four Corners.

Mr. Rogers introduced the following ordinances:

**ORDINANCE NO.**

An Ordinance authorizing the Parish of St. Mary to enter into a lease agreement with the State of Louisiana, Department of Wildlife and Fisheries for the lease of office space at 201 Everett Street, Morgan City, Louisiana.

**BE IT ORDAINED** by the St. Mary Parish Council, in regular session convened:

**SECTION 1.** That the Parish of St. Mary enter into a lease agreement with the State of Louisiana, Department of Wildlife and Fisheries, for lease of office space at 201 Everett Street, Morgan City, Louisiana, all in accordance with the basic terms and conditions contained in Exhibit “A”, attached hereto.

**SECTION 2.** That David Hanagriff, Parish President is authorized to execute such lease on behalf of the Parish Council.

**SECTION 3.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 11<sup>th</sup> day of April, 2018; having been published in accordance with law.

Exhibit "A"

STATE OF LOUISIANA

PARISH OF ST. MARY

R.S. 9:2742

**EXTRACT OF LEASE/OPTION/AMENDMENT**

**LESSORS NAME:** ST. MARY PARISH GOVERNMENT

**LESSOR'S REPRESENTATIVE:** DAVID HANAGRIFF, PARISH PRESIDENT

**LESSEES NAME:** DEPARTMENT OF WILDLIFE & FISHERIES

**LEASE NUMBER:** 16-10267

**LEASE TERM:** 05/01/2018 THROUGH 04/30/2020

**OPTION TERM:** THREE (3) YEARS

**BRIEF DESCRIPTION OF PROPERTY:**

"231 square feet of usable space located at 201 Everett Street, Morgan City, Louisiana, to be used by the Office of the Secretary, as an office, with two (2) parking spaces provided."

**WITNESS:** LESSOR: ST. MARY PARISH GOVERNMENT

Printed Name: \_\_\_\_\_

**BY:** \_\_\_\_\_  
David Hanagriff, Parish President  
**Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**LESSEE: DEPARTMENT OF WILDLIFE AND FISHERIES**

Printed Name: \_\_\_\_\_

**BY:** \_\_\_\_\_  
Jack Montoucet, Secretary  
**Date:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**APPROVED:**  
This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Office of the Governor  
Division of Administration

**BY:** \_\_\_\_\_  
Mark A. Moses, Director  
Facility Planning and Control

**LEASE**

**STATE OF LOUISIANA**

**PARISH OF ST. MARY**

The following contract of lease is made and entered into this 2<sup>nd</sup> day of April, 2018, by and between St. Mary Parish Government, herein represented by David Hanagriff, its President, hereinafter referred to as “Lessor”, and the State of Louisiana, Department of Wildlife and Fisheries, herein represented by the undersigned, hereinafter referred to as “Lessee”.

1.

For the consideration and upon the term and conditions hereinafter, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of TWO (2) years, commencing May 1, 2018, and ending April 30, 2020, the following described property:

“231 square feet of usable space located at 201 Everett Street, Morgan City, Louisiana, to be used by the Office of the Secretary as an office at the rate of \$0.00 per square foot per annum with two (2) parking spaces provided.”

2.

Lessor grants to the Lessee the option to extend this lease from the end of its term for an additional period of THREE (3) years, on the same terms and conditions as specified in the primary lease upon giving sixty (60) days written notice prior to the expiration date of this lease.

3.

Should the Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession.

4.

LESSOR agrees that the building, grounds, and facilities herein leased shall comply with the requirement of La. R.S. 40: Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR DISABLED COMMUNITY, specifically Articles La. R.S. 40:1731 through 40:1744.

5.

Lessor further agrees to make, at Lessor’s own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary

facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshal. Lessor shall be responsible for all costs associated with any required periodic inspections and servicing of fire extinguishers and equipment.

6.

Prior to occupancy, Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

7.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Division of Administration that all requirements have been satisfied.

8.

Lessor further agrees to do painting of the interior of leased premises and all hallways and corridors associated with such premises at not more than three (3) year intervals. All costs associated with this work will be the Lessor's responsibility, including, but not limited to, moving of all furniture and equipment.

9.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option, with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments, or Lessee may, with approval of the Division of Administration, quit and surrender

possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Division of Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

10.

Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to insure that areas outside of leased premises, including parking facilities are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement light bulbs and fluorescent tubes), and all other equipment furnished by the Lessor. The Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to the Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises.

11.

Any water intrusion in the building will require the following action by the Lessor:

Carpet: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of wet carpet. Excess water shall be immediately vacuumed out of the carpet. The wet carpet shall be sanitized with a chemical approved for indoor use. Area fans shall be installed until the carpet is completely dry. If carpet is not professionally dried and sanitized within 24 hours of notification of the occurrence by Lessee, all areas of wet carpet and padding must be removed and replaced with new carpet and padding to match the existing.

Walls & Ceilings: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of water damaged sheetrock. All sections of walls, baseboards, insulation, and ceilings subjected to water intrusion shall be removed and replaced, within 24 hours of notification of the occurrence from Lessee and finished to match

existing wall within 7 calendar days. The restoration contractor shall certify that the interior wall or ceiling cavities were completely dry prior to installing the replacement sheetrock.

Ceiling Tiles: All ceiling tiles subjected to water intrusion shall be removed and replaced within 24 hours of notification of the occurrence from the Lessee. Replacement ceiling tiles shall match existing.

12.

All communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.) will be installed, maintained, and paid for by the Lessee.

Communications cable/wire shall be provided in the lease space by the Lessor. The cable/wire shall conform to a wire plan as specified in the Guideline Requirements, Specification, and Wiring Diagrams and made a part hereof.

All communications equipment (computer controllers, modems, multiplexers, telephone system controllers, etc.) will be installed, maintained, and paid for by the Lessee. The Lessor shall provide space and environment for this equipment according to the Guideline Requirements, Specifications, and Wiring Diagrams and made a part hereof. The Lessor's cable/wire shall terminate in the same space as the Lessee's equipment and will be placed according to said Guidelines Requirements, Specification, and Wiring Diagrams.

The Lessor shall have the local telephone company provide a service entrance cable into the leased space. The telephone company's service cable shall terminate in the same room/space as the Lessor's inside cable/wire and have a minimum capacity of one pair of twisted copper wires per 100 square feet of leased space to be occupied. The Lessor shall provide the pathway(s) (conduit, trench, etc.) for the service cable according to the telephone company's requirements and the Guideline Requirements, Specifications, and Wiring Diagrams.

The Lessee will order and pay for, through the Office of Telecommunications Management, dial tone and data services from the telephone company. The Lessor shall provide interconnection between the telephone company's RJ21X demarc and the Lessor's wiring connection demarc.

If the lease space has elevators, the Lessor shall provide each elevator that will be used by Lessee personnel with an emergency telephone as required by building codes. All associated cable/wire

shall be as specified in the Guideline Requirements, Specifications, and Wiring Diagrams. Charges for this line(s) (elevator dial tone service) shall be borne by the Lessor.

13.

LESSOR shall pay for all utilities such as electricity, gas, water, sewer, septic tank service, trash/garbage pickup and disposal.

14.

Complete janitorial services, including restroom and custodial supplies shall be provided by the LESSOR. LESSOR shall provide pest control services on a monthly basis.

15.

The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations, or improvements made during the term of the lease shall be borne by the Lessee.

16.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish in value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

17.

If, prior to the termination of this lease, through no fault, neglect, or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be cancelled ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be just and proportionate.

If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to

Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this lease.

If the leased premises and/or said building be only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

18.

Lessor agrees to carry Property Insurance to the replacement cost value of the building structure. Lessee agrees to carry commercial general liability insurance of \$1,000,000 per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of the Lessee.

For other than intentional and/or negligent acts of the Lessee, Lessor agrees to waive rights or claims against the Lessee, its agents, or employees for any loss to the premises that arises due to force majeure, Acts of God, and other conditions outside the control of Lessee.

19.

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Commissioner of Administration. Approval of requested assignment shall not be unreasonable or arbitrarily withheld by either party. Provided, however, that the Commissioner may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of his ability and willingness to assume responsibility for performance of the terms of the lease in the event of failure of performance by the assignor.

20.

It is agreed by both Lessee and Lessor that in the event the Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or of the exercise of Lessee's option to extend, it shall promptly notify Lessor in writing of such

requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, the Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

21.

In the event the State of Louisiana provides the Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq, the Lessor agrees to terminate said lease after sixty (60) days notice.

22.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Division of Administration, terminate the lease or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

23.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification to the Lessee:

David Hanagriff, Parish President  
St. Mary Parish Government  
500 Main Street, 5<sup>th</sup> Floor  
Franklin, LA 70538  
337-828-4100, ext. 500

Division of Administration  
Facility Planning and Control  
Real Estate Leasing Section  
P. O. Box 94095, Capitol Station  
Baton Rouge, LA 70804-9095

24.

All requirements of this section shall be in accordance with the Louisiana Administrative Code, Title 33, Part III, Chapter 27, and regulations promulgated pursuant thereto.

The Lessor must provide appropriate documentation from the Architect, Engineer, or Contractor of Record of the proposed lease space that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. This documentation must be submitted to the Office of Facility Planning and Control, Real Estate Leasing Section for

submittal to the Department of Environmental Quality, Air Quality Division for review and approval. If the documentation as mentioned above cannot be obtained, the Lessor shall conduct an asbestos inspection in accordance with LAC 33:III.2707.A of the building indicating therein locations of all materials containing more than one (1) percent asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited Inspector with current accreditation. If any asbestos is detected (friable or non-friable) and allowed to remain while the building is occupied, the Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

All Management Plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outline in the Department of Environmental Quality's document "Required Elements for LEA and LSPBA Management Plans". The Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, re-inspections, response action activities, and training of maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Division of Administration for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by the Lessor to maintain, update, and comply with any required Management Plans will cause automatic termination of the lease effective three (3) months after the anniversary date of the lease.

All documentation required under this section shall be forwarded to the Division of Administration, Facility Planning and Control, Real Estate Leasing Section by the Lessor PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA.

25.

The State is not liable for any costs incurred by any Lessor prior to the statutory approval of a lease by the Commissioner of Administration in accordance with LA R.S. 39:1641(A).

When requested by the State, Lessor shall execute a Subordination of Lessor’s Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment. The State will supply the document to be executed.

**IN WITNESS WHEREOF**, the parties hereto have signed their names on the dates listed below, in the presence of the undersigned competent witnesses:

**WITNESS:**

**LESSOR: ST. MARY PARISH GOVERNMENT**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**BY:** \_\_\_\_\_  
**David Hanagriff, Parish President**  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**LESSEE: DEPT. OF WILDLIFE & FISHERIES**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**BY:** \_\_\_\_\_  
**Jack Montoucet, Secretary**  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

**APPROVED:**

This \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Office of the Governor  
Division of Administration**

**BY:** \_\_\_\_\_  
**Mark A. Moses, Director**  
**Facility Planning and Control**

**ORDINANCE NO.**

An Ordinance creating a No-Wake Zone in the waterway at the Quintana Boat Landing and providing penalty for the violation thereof.

**BE IT ORDAINED** by the St. Mary Parish Council, on behalf of the St. Mary Parish Government, that the following be enacted:

**SECTION 1.** A no-wake zone is hereby designated along the Quintana Canal at Cypremort Point within one thousand feet (1000') of the Quintana Boat Launch within which no person shall operate a motorboat, motor vessel, or recreational watercraft (hereinafter sometimes designated as “vessels” or “watercraft”) as follows:

- A. No person shall operate, cause to be operated, or permit to be operated, any motorboat, motor vessel, or recreational watercraft in such a manner or at such speed as may or shall create a wake from such operation. The term “wake” shall mean any vessel water turbulence in excess of six inches (6") in wave height crest.

- B. Notwithstanding any other provision to the contrary, in no event shall the speed of a motorboat, motor vessel, or recreational watercraft exceed five (5) miles per hour.
- C. Waterskiing, jet skiing, and/or similar activities shall not occur in the designated no-wake zone.
- D. Appropriate signs shall be erected along the Quintana Canal. Any watercraft traveling on this canal shall respect the signs erected. Notwithstanding the provisions of this subsection, lack of such a sign shall not operate as a defense as to the application and enforcement of this Ordinance.
- E. This Ordinance shall not apply in instances where vessels are in navigational distress and power is essential for the proper control of the vessel in navigation for its safety and the safety of others or the safety of structures.
- F. For the purposes of this section, the registered owner of any such vessel or watercraft shall be presumed to be the operator of said vessel at the time the violation occurs.
- G. The Sheriff of St. Mary Parish and the State of Louisiana Department of Wildlife and Fisheries are hereby specifically requested and authorized to assist in the enforcement of the provisions of this section.

**SECTION 2.** Any person who violates the provisions of this Ordinance shall, upon conviction thereof, be punished by imprisonment in the St. Mary Parish Law Enforcement Center for a period of not more than thirty (30) days or a fine of not more than five hundred dollars (\$500.00) or by both such imprisonment and fine, at the discretion of the court. A second time offender will also have to attend a mandatory safe boating class.

**SECTION 3.** Any Ordinances, or parts of ordinances, in conflict herewith are hereby repealed.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 11<sup>th</sup> day of April 2018; having been published in accordance with law.

Mr. Rogers moved that the following Ordinances be adopted. Mr. Ina seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Rev. Mathews, Messrs. Ina, Rogers, Hidalgo, Singleton, Hebert, Bennett, Naquin, and Voisin

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Fryou and Beadle

### **ORDINANCE NO. 2122**

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezonings (Zoning Map Amendments).

**WHEREAS**, on March 12<sup>th</sup>, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

**WHEREAS**, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

**THEREFORE, BE IT ORDAINED** by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

**SECTION I** - That certain tract of land described in Exhibit "A" is hereby rezoned from the current zoning of Light Industrial (LI) to Single Family Residential (SR) Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 14<sup>th</sup> day of March 2018; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 11<sup>th</sup> day of April 2018; was adopted.

**APPROVED:**

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**KEVIN VOISIN, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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**LISA C. MORGAN, CLERK  
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018, at the hour of \_\_\_\_\_.

**APPROVED:**

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**DAVID HANAGRIFF, PRESIDENT  
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the \_\_\_\_\_ day of \_\_\_\_\_ 2018, at the hour of \_\_\_\_\_.

**EXHIBIT "A"**

**Name: SAS Group, LLC.  
Address: 18551 Hwy., Baldwin, LA**

**Parcel Id# Sec. 35 T13S R9E;  
Parcel Id# 1994924050.00-3.96 ac Tract "ABCDA" per Plat 301559 Acq. 168 301559.**

**PURPOSE: to rezone from Light Industrial (LI) Zoned District to Single Family Residential (SR) Zoned District to allow for stick built structures**

**Rezone from Light Industrial (LI) Zoned District to Single Family Residential (SR) Zoned District.**

**ORDINANCE NO. 2123**

An Ordinance authorizing the President of St. Mary Parish to execute a Lease Agreement between St. Mary Parish and St. Mary Parish School Board for the property known as Verdunville Recreation Park in Verdunville, Louisiana.

**BE IT ORDAINED** by the St. Mary Parish Council, in regular session convened:

**SECTION I.** That the Parish of St. Mary enter into a Lease Agreement with the St. Mary Parish School Board relative to the property known as Verdunville Park, all in accordance with the basic terms and conditions contained in Exhibit "A", attached hereto.

**SECTION II.** That David Hanagriff, Parish President is authorized to execute such lease on behalf of the Parish Council.

**SECTION III.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION IV.** This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 14<sup>th</sup> day of March 2018; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 11<sup>th</sup> day of April 2018; was adopted.

**APPROVED:**

\_\_\_\_\_  
**KEVIN VOISIN, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

\_\_\_\_\_  
**LISA C. MORGAN, CLERK  
ST. MARY PARISH COUNCIL**

This Ordinance was submitted to the President of St. Mary Parish on this the \_\_\_\_ day of \_\_\_\_\_ 2018 at the hour of \_\_\_\_\_.

**APPROVED:**

\_\_\_\_\_  
**DAVID HANAGRIFF, PRESIDENT  
ST. MARY PARISH**

This Ordinance was returned to the Clerk of the Council on this the \_\_\_\_ day of \_\_\_\_\_ 2018 at the hour \_\_\_\_\_.

Exhibit "A"

**LEASE AGREEMENT  
BETWEEN ST. MARY PARISH GOVERNMENT AND  
THE ST. MARY PARISH SCHOOL BOARD**

**UNITED STATES OF AMERICA  
PARISH OF ST. MARY  
STATE OF LOUISIANA**

**BE IT KNOWN** that:

The **ST. MARY PARISH SCHOOL BOARD** (hereinafter "Lessor"), represented herein by its President, Michael E. Taylor, as authorized by a Resolution of the said St. Mary Parish School Board, hereby leases to the **ST. MARY PARISH GOVERNMENT** (hereinafter "Lessee"), represented herein by its Parish President, David Hanagriff, as authorized by Ordinance No. \_\_\_\_\_ of the St. Mary Parish Council,

the following described premises:

A certain tract of land lying and being in the Parish of St. Mary, Louisiana, located in Verdunville, in Ward 4, Section 5, T15S-R10E, on the corner of Clausen Road South and Lou Street in the rear of the St. Mary Parish Alternative School, comprising 2.56 Acres,

under the following terms and conditions:

1. The lease shall be for a period of ten (10) years; Lessee shall have the right and option to extend this lease for two additional five (5) year periods. Lessee may exercise these options by providing Lessors written notice of intent to exercise each option period at any time within the final year of the previous lease term.
2. The consideration for this lease shall be the payment of an annual rental of \$100.00 (One Hundred Dollars).
3. Lessee shall construct, install, and maintain during the existence of this lease, a six foot chain link fence along the north boundary line between the leased property and the remaining property of the Lessor.
4. Lessee shall provide insurance as follows – A policy of Comprehensive General Liability Insurance with a combined single limit of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage and shall name as additional insureds, the St. Mary Parish School Board as respects to liability arising out of activities performed by or on behalf of the Lessee's operations, and as respects to products and completed operations of the Lessee, and premises owned, occupied or used by Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the "additional insured". Lessee shall provide copies of certificates and endorsements to the Lessor for each such insurance policy.
5. Lessee agrees to hold Lessor free and harmless from loss from each and every claim and damage of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless or negligent act or omission on the part of the Lessee, its agents, servants, and employees, and for all loss and damage by reason of such acts or omissions.
6. Lessor shall have the right and option to cancel this lease at any time after the ten (10) year primary term by giving Lessee written notice at least one year in advance.

**THUS DONE AND SIGNED** at Franklin, St. Mary Parish, Louisiana, in the presence of the undersigned witnesses and me, Notary, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**WITNESSES:**

**ST. MARY PARISH GOVERNMENT**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
**DAVID HANAGRIFF, PARISH PRESIDENT**

**WITNESSES:**

**ST. MARY PARISH SCHOOL BOARD**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
**MICHAEL E. TAYLOR, PRESIDENT**

\_\_\_\_\_  
**NOTARY PUBLIC**

Mr. Rogers moved that the following Resolutions be adopted. Mr. Singleton seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Messrs. Ina, Rogers, Hidalgo, Singleton, Hebert, Bennett, Naquin, Voisin, and Rev. Mathews

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Fryou and Beadle

## RESOLUTION

**WHEREAS**, the week of **April 2 – April 6, 2018** has been designated as National Community Development Week. St. Mary Parish has been a participant in the Community Development Block Grant (CDBG) Program which funds public infrastructure, economic development, and housing programs in this community; and

**WHEREAS**, in this community and communities throughout the nation, forty-four years of Community Development Block Grant Program funding has developed a strong relationship between St. Mary Parish and its residents, principally those of low-to-moderate income; and

**WHEREAS**, St. Mary Parish recognizes that the Community Development Block Grant Program is a partnership of federal, state, and local government and community and business efforts, and that the services funded by the CDBG Program relies heavily on the dedication and good will of our combined efforts.

**THEREFORE, BE IT RESOLVED**, that during *National Community Development Week 2018*, St. Mary Parish will give special thanks and recognition to all participants whose hard work and devotion to the neighborhoods and their low- and moderate-income residents help ensure the quality and effectiveness of the Community Development Block Grant Program; and

**BE IT FURTHER RESOLVED**, that St. Mary Parish, along with the service providers and others whose names are appended to this resolution, hereby petition the U.S. Congress and Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant Program, and of its vital importance to the community and to the people who live in its lower income neighborhoods; and

**BE IT FURTHER RESOLVED**, that copies of this resolution be conveyed to the appropriate elected and appointed officials of the federal government and that St. Mary Parish be added to the roll of those committed to the preservation and full funding of those committed to the Program and maintenance of its essential features over the course of the next session in Congress.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 11<sup>th</sup> day of April 2018.

**APPROVED:**

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**KEVIN VOISIN, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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**LISA C. MORGAN, CLERK  
ST. MARY PARISH COUNCIL**

**RESOLUTION OF ACCEPTANCE**

Resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Frisco Industrial Contractors, LLC relative to the Repair of Drainage Culverts.

**WHEREAS**, Frisco Industrial Contractors, LLC, 210 Willow Street - Suite 1, Franklin, Louisiana 70538, has substantially completed the Repair of Drainage Culverts.

**NOW THEREFORE, BE IT RESOLVED** by the Parish of St. Mary that the President be and he is hereby empowered, authorized and directed to execute a Certificate of Substantial Completion for and on behalf of the Parish of St. Mary accepting the Repair of Drainage Culverts.

**BE IT FURTHER RESOLVED**, that he be authorized and directed to have a copy of said Certificate of Substantial Completion recorded in the mortgage records of St. Mary Parish, Louisiana.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 11<sup>th</sup> day of April 2018.

**APPROVED:**

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**KEVIN VOISIN, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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**LISA C. MORGAN, CLERK  
ST. MARY PARISH COUNCIL**

**RESOLUTION**

**BE IT RESOLVED**, that the St. Mary Parish Council does hereby adopt and approve the Louisiana Compliance Questionnaire for St. Mary Parish Sales & Use Tax Department as completed for year ending December 31, 2017.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 11<sup>th</sup> day of April 2018.

**APPROVED:**

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**KEVIN VOISIN, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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**LISA C. MORGAN, CLERK  
ST. MARY PARISH COUNCIL**

**RESOLUTION**

**WHEREAS**, vehicles traveling along LA Hwy 182 to West St. Mary High School and B. Edward Boudreaux Middle School create a hazard to motorists turning in and leaving the schools, and

**WHEREAS**, currently there are no turning aprons in the location of 18333 LA Hwy. 182, Baldwin, Louisiana, and

**WHEREAS**, in an effort to ensure the safety of motorists traveling along LA Hwy. 182 there exists a need for turning aprons along LA Hwy. 182 in the vicinity of West St. Mary High School and B. Edward Boudreaux Middle School.

**NOW, THEREFORE BE IT RESOLVED**, that the St. Mary Parish Council does hereby respectfully requests that the Department of Transportation and Development construct or install turning aprons along LA Hwy. 182 in the vicinity of West St. Mary High School and B. Edward Boudreaux Middle School.

**BE IT FURTHER RESOLVED**, that a copies of this resolution be conveyed to the St. Mary Parish's Legislation Delegation.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 11<sup>th</sup> day of April 2018.

**APPROVED:**

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**KEVIN VOISIN, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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**LISA C. MORGAN, CLERK  
ST. MARY PARISH COUNCIL**

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Several Councilmen expounded on the New Generation program and Mr. Naquin requested Mr. Melancon's letter be forwarded to the Department of Transportation and Development.

Mr. R. Scott Melancon, New Generation Chairman writes:

**Re: New Generation  
Turning Lanes as presented by West St Mary High School**

Dear Mr. Paul Naquin & Council,

The New Generation program, a Morgan City Rotary Club endeavor, started 24 years ago and has enjoyed the support of the St Mary Parish Council through its Council Members, such as yourself. The New Generation program ask our Young Students to become Stakeholders in their Community through presenting their ideas or needs. Such is the Turning Lanes requested by student/stakeholders of West St Mary High School and you have expanded to include Patterson High School in a request to the DOTD.

We tell our young Stakeholders to seek help through Public Officials or others to take Ownership with them in their idea. You have done this in the past and here once again.

The Morgan City Rotary Club would like to join Mr. Naquin and Parish Officials to support the Turning Lanes request from DOTD. As this is a safety issue to not only the students but to the general public.

Please accept and attach our letter to your Resolution as our support to the Stakeholders idea for Turning Lanes to insure safe access to two of our Schools.

Your continued support of New Generation is greatly appreciated and look forward to seeing you next year.

With best regards,



R. Scott Melancon  
New Generation Chairman

## RESOLUTION

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**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 11<sup>th</sup> day of April 2018.

**APPROVED:**

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**KEVIN VOISIN, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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**LISA C. MORGAN, CLERK  
ST. MARY PARISH COUNCIL**

**PROCLAMATION**

**WHEREAS**, the 50<sup>th</sup> Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americans – individually and collectively – to rededicate themselves to the principle of freedom from housing discrimination whenever it exists; and

**WHEREAS**, this law guarantees for each citizen that critical, personal element of freely choosing a home; and

**WHEREAS**, a fair housing law has been passed by the State of Louisiana; and implementation of that law requires the positive commitment, involvement and support of all our citizens; and

**WHEREAS**, the department and agencies of the State of Louisiana are to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens; and

**WHEREAS**, barriers that diminish the rights and limit the options of any citizen will ultimately diminish the rights and limit the options of all.

**NOW, THEREFORE BE IT RESOLVED**, that the St. Mary Parish Council, hereby proclaim the month of April 2018, as:

**FAIR HOUSING MONTH**

in St. Mary Parish, Louisiana and do hereby encourage all citizens to abide by the letter and spirit of the Fair Housing Law, and ask the citizens of St. Mary Parish to join in reaffirming the obligation and commitment to fair housing opportunities for all.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 11<sup>th</sup> day of April 2018.

**APPROVED:**

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**KEVIN VOISIN, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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**LISA C. MORGAN, CLERK  
ST. MARY PARISH COUNCIL**

## **OLD BUSINESS:**

- A. Mr. Rogers requesting an update on the Yokley Drainage Project right-of-way solutions and the time frame on start of the project.

Mr. LaGrange explained that rights of ways are being acquired, an updated schedule will be reported soon, and there is no indication that the state will retract the funds.

- B. Mr. Ina to discuss the Proposed Ordinance “An ordinance providing for the incurring of debt and issuance of not exceeding Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2018, of the Parish of St. Mary, State of Louisiana; prescribing the form, terms and conditions of said Bonds; designating the date, denomination and place of payment of said Bonds; providing for the payment thereof in principal and interest; and providing for other matters in connection therewith.”

Mr. Ina stated that Miller Engineer & Associates has completed a road study and questioned how funds will be allocated.

Several Councilmen suggested calling a special meeting to discuss allocation and road repair.

In response to Rev. Mathews’ inquiry, Mr. LaGrange explained how past bond funds were allocated to municipalities. He further stated that once the Ordinance is adopted, the funds are scheduled to be available June 1, 2018.

Mr. LaGrange informed that the road study shows conditions of the roads as being poor, fair, good, and very good.

Mr. LaGrange further explained that the administration can recommend roads to the Council for approval. However, the Council still needs to approve the engineering contract.

Several Councilmen stated that although a study has been presented, they would like to visit the roads that need the most improvements before the next meeting.

After lengthy discussion, Mr. Voisin called a Special Meeting to be held on May 8, 2018 at 6:00 p.m.

## **16 – NEW BUSINESS:**

- A. We received the following financial statements:

- Fire Protection District No. 3 – year ended September 30, 2017
- Fire Protection District No. 7 – year ended September 30, 2017
- Gravity Sub-Drainage District No. 1 of Gravity Drainage District No. 2 – year ended September 30, 2017
- Gravity Drainage District No. 6 – year ended September 30, 2017
- Recreation District No. 1 – year ended September 30, 2017
- Recreation District No. 3 – year ended September 30, 2017
- St. Mary Parish Consolidated Gravity Drainage District No. 1 – year ended September 30, 2017
- St. Mary Parish Water & Sewer Commission No. 2 – year ended September 30, 2017 & 2016
- St. Mary Parish Water & Sewer Commission No. 4 – year ended September 30, 2017
- St. Mary Parish Tourist Commission – year ended September 30, 2017
- Sewerage District No. 8 – year ended September 30, 2017
- Wax Lake East Drainage District – year ended September 30, 2017

- B. Melissa Gregg Blake, Director of Government and Public Affairs, Cox has written, “As you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our video channel lineup. Our company is in

discussions to renew agreements with the following broadcaster: Sinclair Broadcast Group, owner of the Tennis Channels: Channels 249 & 1249.

In the case of a merger between Sinclair and Tribune Media, prior to the expiration, the following additional stations may be impacted: WGN channels 23 & 1023.

We are meeting our customer notification obligation through an ad in the local newspaper.

C. F. H. Metz, Jr., M.D. Coroner, St. Mary Parish, has written on May 1, 2018, due to persistent medical problems, I will be retiring as Coroner of St. Mary Parish.

For the last several months, I have been working with two physicians: 1. Chief Deputy Coroner, Lianter W. Albert, M.D. and 2. Deputy Coroner, Natchez “Trey” Morice, M.C. According to state law, Dr. Albert will become Coroner of St. Mary Parish at the time of my resignation.

Legal Counsel, Eric Duplantis stated that the position needs to be declared vacant and an election needs to be held in November 2018.

D. Appointment to the following Boards and Commissions:

**Board of Adjustments (Alternate Member) – 1 Vacancy**

Keith A. Lewis – Present Member                      Eva D. Rollins

Mr. Hidalgo moved that Keith A. Lewis be reappointed to the Board of Adjustments. Mr. Rogers seconded the motion, which carried.

**Hospital Service District No. 3 (Fairview) – 1 Vacancy**

No applications received.

There being no further business, Mr. Hidalgo moved for adjournment. Mr. Singleton seconded the motion, which carried.

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Lisa C. Morgan, Clerk

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Kevin Voisin, Chairman