

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

MAY 23, 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, Paul P. Naquin, Jr., and Gabriel Beadle. Absent was Sterling Fryou.

The Invocation was pronounced by Mr. Singleton and the Pledge of Allegiance was led by Mr. Hebert.

Mr. Beadle moved that the reading of the minutes of the Special Session Meeting, May 8, 2018, and the First Regular Meeting, May 9, 2018 be dispensed with and that the same be approved. Mr. Singleton seconded the motion, which carried.

Coach Tamara Keller, member McKenzi Smith and fellow members of the Morgan City High School Lady Tigers Softball Team appeared before the Council. The team finished the season as 4A State Runner-Ups.

Mr. Beadle requested to move up Item 14 C, "Resolution congratulating the Morgan City High School Lady Tigers Softball Team as 4A State Runner-Ups."

Mr. Beadle moved that the following Resolution be adopted. Mr. Bennett seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

RESOLUTION

WHEREAS, the Morgan City High School Lady Tigers Softball Team competed at the Allstate Sugar Bowl High School Athletic Association Softball State Tournament at Frasch Park in Sulphur, Louisiana, and

WHEREAS, the Morgan City High School Lady Tigers Softball Team finished its season as Class 4A State Runner-Up, and

WHEREAS, the Morgan City High School Lady Tigers completed their season with a 23-5 mark, and

WHEREAS, the dedication and hard work of the coaches and team members excelled them to the State Championship game.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby congratulate the Morgan City High School Lady Tigers Softball Team for capturing the 2018 Class 4A State Runner-Up Championship.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

Coach Lud Henry, Berwick, Louisiana, Coach Brandon Bravata, Berwick, Louisiana, and members of the Berwick High School Baseball Team appeared before the Council to thank them for their support. The team finished their season as Class 3A State Champions.

Mr. Beadle requested to move up Item 14 D, "Resolutions congratulating the Berwick High School Baseball Team as 3A State Champions."

Mr. Beadle moved that the following Resolution be adopted. Mr. Hebert seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

RESOLUTION

WHEREAS, the Berwick High School Baseball Team competed in the Class 3A AllState Sugar Bowl Championship Game at McMurry Park in Sulphur, Louisiana, and

WHEREAS, the Berwick High School Panthers Baseball Team finished its season as Class 3A State Champions on Saturday, May 12, 2018, and

WHEREAS, the Berwick High School Panthers Baseball Team defeated Iota, 7-2, for the State Championship, and

WHEREAS, the Berwick High School Panthers completed their season with a 29-8 mark, and

WHEREAS, the Berwick High School Baseball Team Championship was the result of hard work and determination by the Coaches and Team Members.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby congratulate the Berwick High School Panthers Baseball Team for capturing the 2018 Class 3A State Championship.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

Mr. Voisin requested to move up Item 14 A, "Resolution of Respect in memory of Captain Michael Luke Marino, Jr."

Mr. Bennett moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in His Infinite mercy and goodness has seen fit to remove from our midst, a retired public servant, Morgan City Police Captain Michael Luke Marino, Jr., and

WHEREAS, Captain Marino dedicated 28 years to the Morgan City Police Department in the capacity as a Jailer, Patrol Officer, Detective, Lieutenant, and eventually Captain, and

WHEREAS, Captain Marino was a very spiritual person and loved spending time with his family and friends, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Captain Marino, and

WHEREAS, the St. Mary Parish Council hopes that his family will find comfort in the thought that their grief and sorrow are shared by their friends.

NOW, THEREFORE BE IT RESOLVED, by the St. Mary Parish Council through the unanimous adoption of this resolution that they solemnly deliberate with sincere condolences, sympathy, and understanding during this time of grief.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

Ed “Tiger” Verdin from Fit, Fun, and Fabulous appeared before the Council to discuss a mini-event on June 2, 2018 at the AARP Building park area in Morgan City from 10:00 a.m. to 2:00 p.m.

Mr. Verdin thanked the Parish Council for their support and informed of the different events that will be offered.

Kristal Hebert, Executive Director of Arc of St. Mary Center of Hope along with Billy Duhon, Jr., employee of the Arc of St. Mary Center of Hope appeared before the Council to inform of the First Annual Poker Run to be held on June 16, 2018 in Stephenville from 9:00 a.m. with final hand in at 3:00 p.m. It will begin at Doiron’s Landing and final stop will be at Gros Marina.

In response to Mr. Hebert’s inquiry in reference to recycle bins, Mrs. Hebert stated that weather determines when they are brought to Bayou Vista. Mrs. Hebert further informed that a recycle bin is now located in Baldwin, Louisiana.

Faith Broussard, Centerville, Louisiana appeared before the Council to discuss the use of the St. Mary Parish Courthouse parking lot for a farmers market during peak growing season on Saturdays.

In response to several Councilmen inquiries, Mrs. Broussard stated that it is intended to be held on Saturdays from 7:00 a.m. to 1:00 p.m. during peak growing season, March through April and August through September, weather permitting. She stated that only fresh produce and honey, etc. will be allowed, no crafts or clothing. She further explained there are currently three (3) local farmers in the area, vendors are responsible for their own supplies (i.e. tables, chairs, tents, etc.) and that each vendor will go through an application process.

Parish President, David Hanagriff and several Councilmen suggested administration research the legality of a farmers market.

Mrs. Beverly Domengeaux, St. Mary Council on Aging, informed the Council that vouchers are issued to senior citizens.

Mrs. Broussard explained that senior citizens can apply for vouchers through the St. Mary Council on Aging. The vouchers allow only for the purchase of fresh produce and honey, not eggs and the vendor has to be certified to accept vouchers.

Mr. Voisin acknowledged Mr. Jeff LaGrange, Director of St. Mary Parish Sales & Use Tax Department.

Mr. Hanagriff reported on the 2018 Hurricane Preparedness meeting and the Chamber of Commerce meeting.

Mr. Hanagriff stated that he attended a session held at UL in Lafayette, Louisiana where Governor John Bell Edwards discussed issues in Baton Rouge.

Chief Administrative Officer, Henry “Bo” LaGrange, presented his report for a two (2) week period ending May 23, 2018. (All items were informational)

Mr. Beadle moved that the Public Hearing Report, May 10, 2018 be approved. Mr. Hidalgo seconded the motion, which carried.

Mr. Hidalgo introduced the following ordinance:

ORDINANCE NO.

**An Ordinance Amending Ordinance 2051
Regarding Permitting Use and Sale of Certain Fireworks**

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

SECTION 1. That Ordinance Number 2051, enacted on the 8th day of June, 2016, entitled “An Ordinance Amending Ordinance No. 627 and Ordinance No. 797 Permitting Use and Sale of Certain Fireworks” is proposed to be amended to read as follows:

SECTION 2 : Dates of Sale and Discharge of Fireworks

(a) Fireworks may be sold at retail from noon June 28 through July 3 till 10:00 p.m., from noon to midnight on July 4, and from noon December 22 through noon January 1.

(b) Fireworks may be used, set off or shot from June 28 to July 4 and from December 22 to January 1 from the hours of 8:00 a.m. to 10:00 p.m. Additional hours of fireworks use will be allowed from 10:00 p.m. on July 4 to 1:00 a.m. July 5, and from 10:00 p.m. December 24 to 1:00 a.m. December 25 and from 10:00 p.m. December 31 to 1:00 a.m.

SECTION 3. All other provisions of Ordinance 2051 shall remain in effect.

This ordinance having been offered and read on this the 23rd day of May, 2018; having been published in accordance with law.

Mr. Singleton introduced the following ordinance:

ORDINANCE NO.

An Ordinance reducing the speed limit on Hemlock Drive in the Parish of St. Mary, State of Louisiana, and repealing all ordinances in conflict therewith, and providing penalties for the violation of same.

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

SECTION 1. The speed limit on Hemlock Drive in the Parish of St. Mary is hereby designated to be at 15 mph instead of 25 mph.

SECTION 2. All ordinances or conflicts of ordinances in violation hereof are hereby repealed.

This ordinance shall become effective upon publication in the Official Journal.

This ordinance having been offered and read on this the 23rd day of May 2018; having been published in accordance with law.

Mr. Rogers moved that the following Ordinances be adopted. Mr. Singleton seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

ORDINANCE NO. 2127

An Ordinance levying and imposing a tax of 5.72 mills for the purpose of maintaining and supporting the St. Mary Parish Public Library and its branches as directed by a special election held April 30, 2011 in the Parish of St. Mary, excluding the municipality of Morgan City, for the year 2018; and levying and imposing a thirty-one hundredths (0.31) mills tax on all the property subject to taxation in the Parish of St. Mary, State of Louisiana, excluding the City of Morgan City, for the year 2018.

BE IT ORDAINED, by the St. Mary Parish Council of the Parish of St. Mary, Louisiana, in a public meeting held on May 23, 2018, which meeting was conducted in accordance with the open meetings law and the additional requirements of Article VII, Section 23(C) of the Constitution, that the taxing authority voted to adopt and impose the following millage rate(s), on all taxable property shown on the official assessment roll for the year 2018, and when collected, the revenues from said taxes shall be used only for the specific purposes for which said taxes have been levied. Said millage rate(s) are:

	<u>2018 Levy</u>
Library Tax (Maintaining and Supporting)	5.72
Library Tax (Debt Service)	0.31

BE IT FURTHER RESOLVED that the Assessor of the Parish of St. Mary, shall extend upon the assessment roll for the year 2018 the taxes herein levied, and the tax collector of said Parish shall collect and remit the same to said taxing authority in accordance with law.

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 25th day of April 2018, having been published in accordance with law and having been heard in a public meeting in Franklin, Louisiana on the 23rd day of May 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 25th day of May 2018, at the hour of 1:20 p.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 25th day of May 2018, at the hour of 1:25 p.m.

ORDINANCE NO. 2128

An Ordinance levying a tax of 7.24 mills Parish Tax located outside the municipalities for all parochial purposes and segregating for local and parochial purposes and levying and imposing a 3.62 mills tax located within the municipalities to help defray the expenses of the Criminal Justice System of the Parish of St. Mary, State of Louisiana.

BE IT ORDAINED, by the St. Mary Parish Council of the Parish of St. Mary, Louisiana, in a public meeting held on May 23, 2018, which meeting was conducted in accordance with the open meetings law and the additional requirements of Article VII, Section 23(C) of the Constitution, that the following millage rate(s) be and they are hereby levied upon the dollar of the assessed valuation of all property subject to ad valorem taxation within said Parish and within the incorporated municipalities and towns within the Parish for the year 2018, for the purpose of raising revenue:

MILLAGE

Parish Tax (Outside Municipalities Parochial Purposes) (Purpose of defraying the expenses of the Parochial Government, and for other legal purposes shown by the budget.)	7.24
Criminal Justice System Tax (Within the Incorporated Municipalities and Towns) (Purpose of helping defray the expenses of the Criminal Justice System of the Parish.)	3.62

BE IT FURTHER RESOLVED that the Assessor of the Parish of St. Mary, shall extend upon the assessment roll for the year 2018 the taxes herein levied, and the tax collector of said Parish shall collect and remit the same to said taxing authority in accordance with law.

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 25th day of April 2018, having been published in accordance with law and having been heard in a public meeting in Franklin, Louisiana on the 23rd day of May 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 25th day of May 2018, at the hour of 1:20 p.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 25th day of May 2018, at the hour of 1:25 p.m.

ORDINANCE NO. 2129

An Ordinance reducing the speed limit on Foxglove Drive in the Parish of St. Mary, State of Louisiana, and repealing all ordinances in conflict therewith, and providing penalties for the violation of same.

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

SECTION 1. The speed limit on Foxglove Drive in the Parish of St. Mary is hereby designated to be at 15 mph instead of 25 mph.

SECTION 2. All ordinances or conflicts of ordinances in violation hereof are hereby repealed.

This ordinance shall become effective upon publication in the Official Journal.

This ordinance having been offered and read on this the 25th day of April 2018; having been published in accordance with law; and having been heard in a public hearing held at Franklin, Louisiana on this the 23rd day of May 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 25th day of May 2018 at the hour of 1:20 p.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 25th day of May 2018 at the hour of 1:25 p.m.

ORDINANCE NO. 2130

An Ordinance authorizing the President of St. Mary Parish to execute a Lease Agreement between St. Mary Parish and City of Patterson for the property known as Jessie B. Hayes Memorial Boat Landing in Patterson, 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 City of Patterson relative to the property known as Jessie B. Hayes Memorial Boat Landing, 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 25th day of April 2018; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 23rd day of May 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 25th day of May 2018 at the hour of 1:20 p.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 25th day of May 2018 at the hour 1:25 p.m.

Exhibit "A"

**LEASE AGREEMENT
AMERICA
BETWEEN ST. MARY PARISH GOVERNMENT AND
THE CITY OF PATTERSON**

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

BE IT KNOWN AND REMEMBERED that on the date hereafter shown and before the undersigned authority and in the presence of the undersigned good and competent witnesses,

PERSONALLY CAME AND APPEARED:

THE CITY OF PATTERSON, LOUISIANA, a Louisiana municipal corporation represented herein by Rodney Grogan, its Mayor, whose mailing address is P.O. Box 367, Patterson, Louisiana 70392 duly authorized by Ordinance, a certified copy of which is attached, hereinafter referred to a "LESSOR"; and

THE ST. MARY PARISH COUNCIL, the governing authority of St. Mary Parish Louisiana, represented herein by David Hanagriff, its President, whose mailing address is Fifth Floor Courthouse Building, Franklin, Louisiana 70538 duly authorized by Ordinance, a certified copy of which is attached, hereinafter referred to as "LESSEE";

who have mutually covenanted and agreed as follows:

1. **LEASE:** LESSOR hereby leases to LESSEE to occupy and use the following described property:

That certain tract of land situated in Section 20, T15S, R11E, St. Mary Parish, Louisiana, situated on the southern bank of The Bayou Teche, being shown as Tract ABCDA on the Plan of Land, prepared by Glenn E. Miller, dated August 4, 1998, recorded September 23, 1998 at COB 41-S, Page 525, Entry No.

263,162 of the Conveyance Records of St. Mary Parish, Louisiana. According to said plat, the property herein conveyed has a width across its northern boundary line of 145 feet, more or less, a width across its southern boundary line of 146 feet, a length across its eastern boundary line of 594 feet, more or less, and a length across its western boundary line of 604 feet, more or less. The said tract conveyed is bounded on the north by the south bank of the Bayou Teche, on the south by La. 182, on the east by property of the City of Patterson, and bounded on the west by the property now or formerly of Tom Lee Horne, Jr. together with all buildings and improvements thereon situated, and all rights, ways, privileges, and servitudes thereunto belonging or in anywise appertaining.

Being a portion of the same property acquired by the City of Patterson, Louisiana by Act of Donation from Kirk A. Hayes, M.D., recorded August 2, 1995 at COB 38-D, Page 688, Entry No. 249,860 of the Conveyance Records of St. Mary Parish, Louisiana.

2. **TERM:** The original term of this lease shall be from September 2, 2018 to September 1, 2028. LESSEE shall also have the option to extend this lease for a period of 10 years after the initial term. In order to exercise this option, LESSEE must notify LESSOR of its intent to do so no less than six (6) months prior to the end of the initial term.

3. **RENTAL:** As rental for the premises, LESSEE agrees to pay to the LESSOR a yearly rental of \$250.00 payable in advance on the first day of each year for the initial term. The rental shall be \$300.00 per year during the extended term if LESSEE exercises its option as provided in the preceding paragraph.

4. **SUBLEASE:** LESSEE may not sublease or assign this lease.

5. **USE:** LESSEE is obligated to use the premises solely for the purpose of LESSEE constructing, operating, and maintaining a public boat launch which may include, without limitation, launching and landing facilities, an improved roadway, and an improved parking area.

6. **WARRANTY:** LESSOR warrants that LESSOR is the owner of the premises and has the right to give LESSEE possession under this lease, and will, so long as the lease remains in effect, warrant and defend LESSEE's possession against any and all persons.

7. **REPAIRS AND MAINTENANCE:** LESSOR warrants that the leased premises are in good condition. LESSEE accepts them in such condition and agrees to keep them in such condition during the term of the lease at LESSEE's expense and to return them to LESSOR in the same condition at the termination of this lease, normal decay, wear and tear excepted.

8. **INDEMNIFICATION:** LESSEE shall occupy the leased premises at LESSEE's own risk and shall indemnify LESSOR against any expense, loss, cost, damage, claim, action or liability paid, suffered or incurred as a result of any breach by LESSEE, LESSEE's agent, servants, employees, visitors, or licensees of any covenant or condition of this lease, or as a result of LESSEE's use or occupancy of the leased premises or the carelessness, negligence or improper conduct of LESSEE, LESSEE's agents, servants, employees, visitors, or licensees. LESSEE agrees to obtain and maintain liability insurance coverage with limits of \$1,000,000.00 and to have LESSOR named as an additional insured on such coverage.

9. **ADDITIONS AND ALTERATIONS:** Neither LESSOR nor LESSEE shall make any addition or alteration to the premises without written permission of the other. Any additions made to the premises become the property of LESSOR at the termination of this lease unless otherwise stipulated herein.

10. **TAXES AND UTILITY CHARGES:** LESSEE agrees to punctually pay all charges for gas, electricity, telephone, water, and cable services, or any other utilities used or consumed at the leased premises during the term of this lease.

11. **DEFAULT:** Should the LESSEE fail to pay the rent or any other charges arising under this lease promptly as stipulated; LESSEE shall be in default and LESSOR may demand the rent for the whole unexpired term of the lease, or proceed one or more times for past due installments without prejudicing LESSOR's rights to proceed later for the rent for the then unexpired term.

12. **ATTORNEY'S FEES:** In the event that an attorney is employed to protect any right of LESSOR or LESSEE arising under this lease, the party whose actions or inactions necessitate such employment shall pay additionally a reasonable attorney's fee.

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

WITNESSES:

CITY OF PATTERSON - LESSOR

BY: _____
RODNEY GROGAN, MAYOR

NOTARY PUBLIC

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 COUNCIL - LESSEE

BY: _____
DAVID HANAGRIFF, PRESIDENT

NOTARY PUBLIC

ORDINANCE NO. 2131

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 12th, 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 Rezonings (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 High Density Residential (HR) to General Commercial (GC) 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 25th day of April 2018; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 23rd day of May 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 25th day of May 2018, at the hour of 1:20 p.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 25th day of May 2018, at the hour of 1:25 p.m.

EXHIBIT "A"

**Name: Froggy Real Estate LLC
Address: 1400 Canal Rd. & 300 Southeast Blvd., Bayou Vista, LA**

**Parcel Id# Sec. 20 T15S R12E;
Parcel Id# 3014341149.00- Lot 1-X Clarke Bayou Vista Subd Acq. 229 310052**

PURPOSE: to rezone from High Density Residential (HR) Zoned District to General Commercial (GC) Zoned District for the purpose to construct storage buildings

Rezone from High Density Residential (HR) Zoned District to General Commercial (GC) Zoned District.

Mr. Ina moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in His Infinite mercy and goodness has seen fit to remove from our midst, Centenarian Dorothy Mae Dennis Guienze Butler, and

WHEREAS, Mrs. Guienze Butler was an outstanding citizen of St. Mary Parish for 107 years, and

WHEREAS, Mrs. Guienze Butler was a virtuous woman who was gentle, compassionate, and caring and served in the perfect career as a Certified Nursing Assistant, and

WHEREAS, Mrs. Guienze Butler was a member of the Adah Chapter #20 OES PHA for many years and received many awards for her service to her church and community, and

WHEREAS, Mrs. Guienze Butler was one of the founding Broussard Harris Recreation Park Board Committee Member and President of Resident Council, and

WHEREAS, Mrs. Guienze Butler will be truly missed by her loving family and friends, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Mrs. Guienze Butler, and

WHEREAS, the St. Mary Parish Council hopes that her family will find comfort in the thought that their grief and sorrow are shared by their friends.

NOW, THEREFORE BE IT RESOLVED, by the St. Mary Parish Council through the unanimous adoption of this resolution that they solemnly deliberate with sincere condolences, sympathy, and understanding during this time of grief.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2017.

APPROVED:

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

ATTEST:

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

Mr. Beadle moved that the following Resolutions be adopted. Mr. Bennett seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

RESOLUTION

A resolution approving the holding of an election in Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana, on Tuesday, November 6, 2018, to authorize the continuation of a special tax therein.

WHEREAS, the Board of Commissioners of Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as the governing authority of Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana (the "District"), adopted a resolution on May 15, 2018, calling a special election in the District on Tuesday, November 6, 2018, to authorize the continuation of a special tax therein; and

WHEREAS, the governing authority of the District has requested that this Parish Council, acting as the governing authority of the Parish of St. Mary, State of Louisiana, give its consent and authority for the District to hold the aforesaid election, and in the event that the election carries to continue to levy and collect the special tax provided for therein; and

WHEREAS, in accordance with Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, it is now the desire of this Parish Council to approve the holding of said election and in the event that the election carries, to continue to levy and collect the special tax provided for therein;

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of said Parish, that:

SECTION 1. In compliance with the provisions of Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, and in accordance with the request of the Board of Commissioners of Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana, this Parish Council hereby approves the holding of an election in the District, on Tuesday, November 6, 2018, at which election there will be submitted the following proposition, to-wit:

PROPOSITION MILLAGE CONTINUATION

Shall Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana (the "District") be authorized to continue to levy a tax of five (5) mills (the estimated amount reasonably expected to be collected from the levy of the tax for one entire year being \$516,000) on all the property subject to taxation in the District for a period of ten (10) years, beginning with the year 2018 and ending with the year 2027, for the purpose of acquiring, constructing, maintaining and operating gravity and forced drainage works within and for the District?

SECTION 2. In the event the election carries, this Parish Council does hereby further consent to and authorize the District to continue to levy and collect the special tax provided for therein.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute a contract with Byron E. Talbot Contractor, Inc. relative to Arlington Street Improvements.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a contract with Byron E. Talbot Contractor, Inc., P.O. Box 5658, Thibodaux, Louisiana 70302 relative to Arlington Street Improvements, with said contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

In response to Mr. Rogers' inquiry, Mr. LaGrange stated that the resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute a contract with Byron E. Talbot Contractor, Inc. is pertaining to Arlington Street in Bayou Vista, Louisiana.

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute a contract with Southern Constructors, LLC relative to Drainage Upgrades on Degravelle Road.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a contract with Southern Constructors, LLC, 6313 Hwy. 90 East, New Iberia, Louisiana 70560 relative to Drainage Upgrades on Degravelle Road, with said contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing the Parish of St. Mary, State of Louisiana, to enter into Cooperative Endeavor Agreements with the Town of Berwick, State of Louisiana; the City of Franklin, State of Louisiana; the City of Morgan City, State of Louisiana; and the City of Patterson, State of Louisiana; and providing for other matters in connection therewith.

WHEREAS, the Parish of St. Mary, State of Louisiana (the "Parish") has sold and, on June 1, 2018, will deliver its Limited Tax Revenue Bonds (the "Bonds") the proceeds of which, after paying costs of issuance thereof, will be used solely for the purpose of paying costs of improving roads, streets and bridges within the Parish, including drainage and other improvements associated therewith; and

WHEREAS, the Parish desires to makes grants from the proceeds of the Bonds to various municipalities within the Parish upon the condition that the municipalities use the proceeds of said grants solely and exclusively for the purpose for which the Bonds were issued; and

WHEREAS, the Parish wishes to enter into Cooperative Endeavor Agreements with the Town of Berwick, State of Louisiana; the City of Franklin, State of Louisiana; the City of Morgan City, State of Louisiana; and the City of Patterson, State of Louisiana in substantially the forms attached hereto as Exhibit A, Exhibit B, Exhibit C, and Exhibit D respectively; and

WHEREAS, the St. Mary Parish Council, acting as the governing authority of the Parish, now desires to authorize the Parish President to execute the Cooperative Endeavor Agreements to assist the Parish in accomplishing the purposes set forth therein;

NOW, THEREFORE, BE IT RESOLVED by the St. Mary Parish Council, State of Louisiana (the “Governing Authority”), acting as the governing authority of the Parish, that:

SECTION 1. The foregoing whereas clauses are hereby adopted and incorporated as if fully set forth herein.

SECTION 2. This Governing Authority hereby approves the Cooperative Endeavor Agreements in substantially the forms attached as Exhibit A, Exhibit B, Exhibit C, and Exhibit D hereto, subject to revisions as may be approved by the Parish President, his execution of each Cooperative Endeavor Agreement to be conclusive evidence of his approval of such revisions.

The Parish further covenants that it will allocate not less than \$200,000 in Bond proceeds to undertake a road improvement project within the incorporated boundaries of the Town of Baldwin, State of Louisiana.

SECTION 3. The Parish shall be bound by the terms of and covenants set forth in the Cooperative Endeavor Agreements and shall take any and all actions required to maintain compliance therewith. The Parish President is hereby authorized to do and take any and all actions necessary to effectuate the purposes of this Resolution as may be required, including but not limited to executing the Cooperative Endeavor Agreements.

SECTION 4. All other resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this Resolution shall be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provisions had not been contained herein. If any provision of any Cooperative Endeavor Agreement shall be held to be illegal or invalid, such illegality or invalidity shall not affect the provisions of any other Cooperative Endeavor Agreement.

SECTION 6. This Resolution shall be effective immediately.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), which shall be dated and effective as of June 1, 2018, is by and between:

The **TOWN OF BERWICK, STATE OF LOUISIANA** (the “Town”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative; and

The **PARISH OF ST. MARY, STATE OF LOUISIANA** (the “Parish,” and together with the Town, the “Parties”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative.

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Mary, State of Louisiana, on April 25, 2018 (the “Ordinance”), the Parish has issued Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2018 (the “Bonds”), for the purpose of paying costs of improving roads, streets and bridges within the Parish, including drainage and other improvements associated therewith; and

WHEREAS, the Parish desires to make grants from the proceeds of the Bonds to various municipalities within the Parish upon the condition that the municipalities use the proceeds of said grants solely and exclusively for the purposes for which the Bonds were issued; and

WHEREAS, the Parish wishes to enter into this Agreement to grant a portion of the proceeds of the Bonds to the Town to be used exclusively to pay costs of improving roads, streets and bridges within the Town, including drainage and other improvements associated therewith (the “Town Project”), which use shall satisfy the purposes specified in the Ordinance; and

WHEREAS, the Parties desire to effectuate this Agreement to provide for the grant of a portion of the proceeds of the Bonds from the Parish to the Town and the use of said proceeds by the Town for the Town Project;

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

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given such terms in the foregoing Findings and Declarations of this Agreement.

SECTION 2. Grant of Bond Proceeds. The Parish hereby grants \$375,000 from the proceeds of the Bonds to the Town (the "Grant"), said proceeds to be used solely and exclusively for the Town Project.

SECTION 3. Expenditure of Grant Proceeds. The Town covenants that it will proceed with due diligence to expend the proceeds of the Grant for the Town Project not later than December 1, 2019. The Town shall notify the Parish in writing no later than September 1, 2019, if it does not expect to expend all Grant proceeds by December 1, 2019. Such notification shall include the amount of and the Town's plan to expend all of the remaining Grant proceeds.

SECTION 4. Reporting to Parish. On December 1, 2019, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the Town shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the Town shall provide, upon request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

SECTION 5. No Disposition. The Town shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to June 1, 2038, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

SECTION 6. Effective Date. This Agreement shall be effective as of the date set forth above.

SECTION 7. Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish and the Town any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements contained herein shall be for the sole and exclusive benefit of the Parish and the Town.

SECTION 8. Successors and Assigns. Whenever in the Agreement any party or governing authority is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements contained herein shall bind and inure to the benefit of said successors and assigns whether so expressed or not.

SECTION 9. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date hereof which validates or makes legal any provision of this Agreement which would not otherwise be valid or legal shall be deemed to apply to this Agreement.

SECTION 10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

SECTION 12. Legal Compliance. The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

SECTION 13. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 14. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the Parish and the Town at its respective principal office. Either of the Parties may designate any further or different

addresses, including those effective via electronic communication, to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

SECTION 15. Amendment. This Agreement may be amended only by written agreement signed by the Parties hereto.

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby executed in multiple counterparts as of the date aforesaid in the presence of the undersigned competent witnesses, who hereunto sign their names with the Town and the Parish.

**TOWN OF BERWICK,
STATE OF LOUISIANA**

By: _____
Jacki Ackel, Mayor Pro-Tem

ATTEST:

Newell Slaughter, Clerk

(SEAL)

**PARISH OF ST. MARY,
STATE OF LOUISIANA**

By: _____
David Hanagriff, President

ATTEST:

Lisa Morgan, Clerk of the Council

(SEAL)

EXHIBIT B

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated and effective as of June 1, 2018, is by and between:

The **CITY OF FRANKLIN, STATE OF LOUISIANA** (the "City"), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative; and

The **PARISH OF ST. MARY, STATE OF LOUISIANA** (the "Parish," and together with the City, the "Parties"), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative.

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Mary, State of Louisiana, on April 25, 2018 (the “Ordinance”), the Parish has issued Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2018 (the “Bonds”), for the purpose of paying costs of improving roads, streets and bridges within the Parish, including drainage and other improvements associated therewith; and

WHEREAS, the Parish desires to make grants from the proceeds of the Bonds to various municipalities within the Parish upon the condition that the municipalities use the proceeds of said grants solely and exclusively for the purposes for which the Bonds were issued; and

WHEREAS, the Parish wishes to enter into this Agreement to grant a portion of the proceeds of the Bonds to the City to be used exclusively to pay costs of improving roads, streets and bridges within the City, including drainage and other improvements associated therewith (the “City Project”), which use shall satisfy the purposes specified in the Ordinance; and

WHEREAS, the Parties desire to effectuate this Agreement to provide for the grant of a portion of the proceeds of the Bonds from the Parish to the City and the use of said proceeds by the City for the City Project;

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

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given such terms in the foregoing Findings and Declarations of this Agreement.

SECTION 2. Grant of Bond Proceeds. The Parish hereby grants \$575,000 from the proceeds of the Bonds to the City (the “Grant”), said proceeds to be used solely and exclusively for the City Project.

SECTION 3. Expenditure of Grant Proceeds. The City covenants that it will proceed with due diligence to expend the proceeds of the Grant for the City Project not later than December 1, 2019. The City shall notify the Parish in writing no later than September 1, 2019, if it does not expect to expend all Grant proceeds by December 1, 2019. Such notification shall include the amount of and the City’s plan to expend all of the remaining Grant proceeds.

SECTION 4. Reporting to Parish. On December 1, 2019, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the City shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the City shall provide, upon request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

SECTION 5. No Disposition. The City shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to June 1, 2038, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

SECTION 6. Effective Date. This Agreement shall be effective as of the date set forth above.

SECTION 7. Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish and the City any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements contained herein shall be for the sole and exclusive benefit of the Parish and the City.

SECTION 8. Successors and Assigns. Whenever in the Agreement any party or governing authority is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements contained herein shall bind and inure to the benefit of said successors and assigns whether so expressed or not.

SECTION 9. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall

not affect any other provision of hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date hereof which validates or makes legal any provision of this Agreement which would not otherwise be valid or legal shall be deemed to apply to this Agreement.

SECTION 10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

SECTION 12. Legal Compliance. The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

SECTION 13. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 14. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the Parish and the City at its respective principal office. Either of the Parties may designate any further or different addresses, including those effective via electronic communication, to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

SECTION 15. Amendment. This Agreement may be amended only by written agreement signed by the Parties hereto.

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby executed in multiple counterparts as of the date aforesaid in the presence of the undersigned competent witnesses, who hereunto sign their names with the City and the Parish.

**CITY OF FRANKLIN,
STATE OF LOUISIANA**

By: _____
Raymond Harris, Jr., Mayor

ATTEST:

Karen LeBlanc, Clerk

(SEAL)

**PARISH OF ST. MARY,
STATE OF LOUISIANA**

By: _____
David Hanagriff, President

ATTEST:

Lisa Morgan, Clerk of the Council

(SEAL)

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), which shall be dated and effective as of June 1, 2018, is by and between:

The **CITY OF MORGAN CITY, STATE OF LOUISIANA** (the “City”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative; and

The **PARISH OF ST. MARY, STATE OF LOUISIANA** (the “Parish,” and together with the City, the “Parties”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative.

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Mary, State of Louisiana, on April 25, 2018 (the “Ordinance”), the Parish has issued Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2018 (the “Bonds”), for the purpose of paying costs of improving roads, streets and bridges within the Parish, including drainage and other improvements associated therewith; and

WHEREAS, the Parish desires to make grants from the proceeds of the Bonds to various municipalities within the Parish upon the condition that the municipalities use the proceeds of said grants solely and exclusively for the purposes for which the Bonds were issued; and

WHEREAS, the Parish wishes to enter into this Agreement to grant a portion of the proceeds of the Bonds to the City to be used exclusively to pay costs of improving roads, streets and bridges within the City, including drainage and other improvements associated therewith (the “City Project”), which use shall satisfy the purposes specified in the Ordinance; and

WHEREAS, the Parties desire to effectuate this Agreement to provide for the grant of a portion of the proceeds of the Bonds from the Parish to the City and the use of said proceeds by the City for the City Project;

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

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given such terms in the foregoing Findings and Declarations of this Agreement.

SECTION 2. Grant of Bond Proceeds. The Parish hereby grants \$900,000 from the proceeds of the Bonds to the City (the “Grant”), said proceeds to be used solely and exclusively for the City Project.

SECTION 3. Expenditure of Grant Proceeds. The City covenants that it will proceed with due diligence to expend the proceeds of the Grant for the City Project not later than December 1, 2019. The City shall notify the Parish in writing no later than September 1, 2019, if it does not expect to expend all Grant proceeds by December 1, 2019. Such notification shall include the amount of and the City’s plan to expend all of the remaining Grant proceeds.

SECTION 4. Reporting to Parish. On December 1, 2019, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the City shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the City shall provide, upon

request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

SECTION 5. No Disposition. The City shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to June 1, 2038, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

SECTION 6. Effective Date. This Agreement shall be effective as of the date set forth above.

SECTION 7. Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish and the City any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements contained herein shall be for the sole and exclusive benefit of the Parish and the City.

SECTION 8. Successors and Assigns. Whenever in the Agreement any party or governing authority is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements contained herein shall bind and inure to the benefit of said successors and assigns whether so expressed or not.

SECTION 9. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date hereof which validates or makes legal any provision of this Agreement which would not otherwise be valid or legal shall be deemed to apply to this Agreement.

SECTION 10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

SECTION 12. Legal Compliance. The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

SECTION 13. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 14. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the Parish and the City at its respective principal office. Either of the Parties may designate any further or different addresses, including those effective via electronic communication, to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

SECTION 15. Amendment. This Agreement may be amended only by written agreement signed by the Parties hereto.

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby executed in multiple counterparts as of the date aforesaid in the presence of the undersigned competent witnesses, who hereunto sign their names with the City and the Parish.

**CITY OF MORGAN CITY,
STATE OF LOUISIANA**

By: _____
Frank P. Grizzaffi, III, Mayor

ATTEST:

Debbie Harrington, Clerk

(SEAL)

**PARISH OF ST. MARY,
STATE OF LOUISIANA**

By: _____
David Hanagriff, President

ATTEST:

Lisa Morgan, Clerk of the Council

(SEAL)

EXHIBIT D

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), which shall be dated and effective as of June 1, 2018, is by and between:

The **CITY OF PATTERSON, STATE OF LOUISIANA** (the “City”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative; and

The **PARISH OF ST. MARY, STATE OF LOUISIANA** (the “Parish,” and together with the City, the “Parties”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative.

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Mary, State of Louisiana, on April 25, 2018 (the “Ordinance”), the Parish has issued Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2018 (the “Bonds”), for the purpose of paying costs of improving roads, streets and bridges within the Parish, including drainage and other improvements associated therewith; and

WHEREAS, the Parish desires to make grants from the proceeds of the Bonds to various municipalities within the Parish upon the condition that the municipalities use the proceeds of said grants solely and exclusively for the purposes for which the Bonds were issued; and

WHEREAS, the Parish wishes to enter into this Agreement to grant a portion of the proceeds of the Bonds to the City to be used exclusively to pay costs of improving roads, streets and bridges within the City, including drainage and other improvements associated therewith (the “City Project”), which use shall satisfy the purposes specified in the Ordinance; and

WHEREAS, the Parties desire to effectuate this Agreement to provide for the grant of a portion of the proceeds of the Bonds from the Parish to the City and the use of said proceeds by the City for the City Project;

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

SECTION 1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given such terms in the foregoing Findings and Declarations of this Agreement.

SECTION 2. Grant of Bond Proceeds. The Parish hereby grants \$450,000 from the proceeds of the Bonds to the City (the "Grant"), said proceeds to be used solely and exclusively for the City Project.

SECTION 3. Expenditure of Grant Proceeds. The City covenants that it will proceed with due diligence to expend the proceeds of the Grant for the City Project not later than December 1, 2019. The City shall notify the Parish in writing no later than September 1, 2019, if it does not expect to expend all Grant proceeds by December 1, 2019. Such notification shall include the amount of and the City's plan to expend all of the remaining Grant proceeds.

SECTION 4. Reporting to Parish. On December 1, 2019, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the City shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the City shall provide, upon request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

SECTION 5. No Disposition. The City shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to June 1, 2038, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

SECTION 6. Effective Date. This Agreement shall be effective as of the date set forth above.

SECTION 7. Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish and the City any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements contained herein shall be for the sole and exclusive benefit of the Parish and the City.

SECTION 8. Successors and Assigns. Whenever in the Agreement any party or governing authority is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements contained herein shall bind and inure to the benefit of said successors and assigns whether so expressed or not.

SECTION 9. Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date hereof which validates or makes legal any provision of this Agreement which would not otherwise be valid or legal shall be deemed to apply to this Agreement.

SECTION 10. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

SECTION 11. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

SECTION 12. Legal Compliance. The Parties shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

SECTION 13. Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

SECTION 14. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the Parish and the City at its respective principal office. Either of the Parties may designate any further or different addresses, including those effective via electronic communication, to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

SECTION 15. Amendment. This Agreement may be amended only by written agreement signed by the Parties hereto.

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby executed in multiple counterparts as of the date aforesaid in the presence of the undersigned competent witnesses, who hereunto sign their names with the City and the Parish.

**CITY OF PATTERSON,
STATE OF LOUISIANA**

By: _____
Rodney Grogan, Mayor

ATTEST:

Angela Boyles, Clerk

(SEAL)

**PARISH OF ST. MARY,
STATE OF LOUISIANA**

By: _____
David Hanagriff, President

ATTEST:

Lisa Morgan, Clerk of the Council

(SEAL)

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute an engineering services agreement with Miller Engineers and Associates, Inc. relative to the 2018 Charenton and Baldwin Areas Road Improvements Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an engineering services agreement with Miller Engineers and Associates, Inc., P.O. Box 223, Franklin, Louisiana 70538 relative to the 2018 Charenton and Baldwin Areas Road Improvements Project, with said agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute an engineering services agreement with Miller Engineers and Associates, Inc. relative to the 2018 Irish Bend Road and Garden City Area Road Improvements Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an engineering services agreement with Miller Engineers and Associates, Inc., P.O. Box 223, Franklin, Louisiana 70538 relative to the 2018 Irish Bend Road and Garden City Area Road Improvements Project, with said agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute an engineering services agreement with Miller Engineers and Associates, Inc. relative to the 2018 Four Corners Area and Ashton Area Road Improvements Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an engineering services agreement with Miller Engineers and Associates, Inc., P.O. Box 223, Franklin, Louisiana 70538 relative to the 2018 Four Corners Area and Ashton Area Road Improvements Project, with said agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute an engineering services agreement with Aptim relative to the 2018 Patterson and Bayou Vista Road Improvements Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an engineering services agreement with Aptim, 4171 Essen Lane, Baton Rouge, Louisiana 70809 relative to the 2018 Patterson and Bayou Vista Road Improvements Project, with said agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute an engineering services agreement with T. Baker Smith, LLC relative to the 2018 Amelia Area Road Improvements Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an engineering services agreement with T. Baker Smith, LLC, 17534 Old Jefferson Hwy., Prairieville, Louisiana 70769 relative to the 2018 Amelia Area Road Improvements Project, with said agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of May 2018.

APPROVED:

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

ATTEST:

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

15 – OLD BUSINESS:

- A. Referred from the May 9, 2018 Regular Meeting – Appointment to the following Board and Commission:

Recreation District No. 1 (Amelia Area) – 1 Vacancy

No application received.

Water and Sewer Commission No. 5 (Four Corners/Glencoe Area) – 1 Vacancy

Wendy B. Landry

Frank Mathews, Jr. – Present Member

Rev. Mathews moved that Frank Mathews, Jr. be reappointed to Water and Sewer Commission No. 5. Mr. Ina seconded the motion, which carried.

- B. Tom Schedler, Secretary of State, State of Louisiana has written acknowledging receipt of a proclamation/resolution adopted by the St. Mary Parish Council, ordering and calling a special election for the office of Coroner, Parish of St. Mary, to be held on November 6, 2018 and December 8, 2018.

16 – NEW BUSINESS:

- A. We received the following financial statements:

Fire Protection District No. 1 – year ended December 31, 2017
Mosquito Control District No. 1 – year ended December 31, 2017
Recreation District No. 2 – year ended September 30, 2017

- B. Discussion and action relative to the Official Journal for the Parish of St. Mary for the year July 1, 2018 – June 30, 2019.

Honorable David Hanagriff, President
Members of the Parish Council
St. Mary Parish Council

Gentlemen,

The Banner-Tribune is pleased to quote a price of six dollars per legal square (approximately \$3.00 per column inch depending on font and type size) to serve as the official journal of St. Mary Parish for the upcoming fiscal year (July 1, 2018 through June 30, 2019).

This rate covers all minutes, ordinances, etc., with the exception of fee-paid advertising (advertising placed by a governmental agency but paid for by a third party) which is governed by a separate legislative pricing formula.

Thank you for the opportunity to quote. If you have any questions, please don't hesitate to call.

Sincerely,



Allan Von Werder
Editor & Publisher

Mr. Rogers moved that the quote of \$3.00 per column inch (depending on font and type size) from Allan Von Werder, Editor & Publisher of the Banner-Tribune to serve as the official

journal of St. Mary Parish for the upcoming fiscal year (July 1, 2018 through June 30, 2019) be accepted. Mr. Hidalgo seconded the motion, which carried.

As per inquiries from several Councilmen, Mr. Hanagriff informed that an online subscription is available to view The Banner-Tribune. However, the Council may request The Banner Tribune to be supplied to them.

Clerk of the Council, Lisa Morgan informed that The Banner-Tribune only prints on Wednesdays and Sundays.

- C. Discussion and action relative to the use of the St. Mary Parish Courthouse parking lot for a farmers market during peak growing season on Saturdays only with exceptions (early voting and election days, etc.). (Mr. Rogers)

This item was discussed earlier.

- D. Rev. Mathews to request an allocation of \$18,000 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Recreation District No. 5 relative to the Summer Enrichment Program at Raintree Elementary and the Youth Empowerment Training Initiative.

Rev. Mathews moved that funds in the amount of \$18,000 be allocated from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Recreation District No. 5 relative to the Summer Enrichment Program at Raintree Elementary and the Youth Empowerment Training Initiative. Mr. Ina seconded the motion, which carried.

- E. Rev. Mathews to request an allocation of \$150,000 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund relative to construction of a pavilion at Sorrel Community Park.

Rev. Mathews moved that funds in the amount of \$150,000 be allocated from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund relative to construction of a pavilion at Sorrel Community Park. Mr. Ina seconded the motion, which carried.

Rev. Mathews stated that he has made it a point not to lobby against items that other Councilmen have placed on the agenda and believes it is illegal and it distorts the opportunity for an individual to be able to express and share ideas, visions and reason why an item is presented and considered on the agenda prior to discussing openly in a public forum so that everyone has an opportunity to form their own opinion."

Rev. Mathews stated that there was a resolution passed by the former St. Mary Parish Police Jury on January 26, 1983 that called for a special election creating the 3/10 % sales tax to support improving certain improvements and public service in rural unincorporated areas in those wards.

Rev. Mathews stated that "the 3/10% sales tax supports several parks in District 1 and his request for \$150,000 is available in the 3/10% budget in the portion that represents District 1 and further stated that in talking with administration, he had planned to make amendments to move funds from other line items to support his allocation. Rev. Mathews stated that the practice that some have of making phone calls regarding agenda items is unfair and feels there is a reason there are certain laws by the constitution of the State of Louisiana called a walking/rolling quorum."

Rev. Mathews stated that the advisory committee would like to see a cover over the existing basketball court to protect the children of the community from the heat.

Rev. Mathews stated that he talked with Mr. LaGrange to discuss moving monies from budgeted line items, which constitutes approximately \$45,000. They also talked about possible grants that could support some work through parks and recreation.

In response to Mr. Voisin's inquiry, Mr. LaGrange expounded on the spread sheet that shows how funds are spent in various areas of Wards 1, 2, 3, 4, 7, & 10.

Mr. Hanagriff stated that if he had issues with something on the agenda, he would make phone calls and feels that it does not constitute a walking/rolling quorum and that everything that was discussed and handled is legitimate, ethical, and legal.

Several Councilmen stated they did not receive any phone calls regarding the allocation request and that their concern is the amount of the allocation.

Mr. Rogers suggested getting estimates to have a better dollar figure to calculate the actual cost of the pavilion.

Following lengthy discussion, Rev. Mathews moved that the item be tabled until a study is done to determine the cost of construction. Mr. Hebert seconded the motion, which carried.

F. Mr. Singleton to request an allocation of \$6,000 from Wards 5 & 8 3/10% Sales Tax Fund to the Wax Lake East Drainage District for an engineering drainage study.

Mr. Singleton moved that funds in the amount of \$6,000 be allocated from Wards 5 & 8 3/10% Sales Tax Fund to the Wax Lake East Drainage District for an engineering drainage study. Mr. Hidalgo seconded the motion, which carried

In response to Mr. Voisin's inquiry, Mr. LaGrange stated that Wards 5 & 8 3/10% Sales Tax Fund has a current estimated fund balance for the end of this year of \$468,000. The proportionate share of District 5 is approximately \$75,000.

Jeff LaGrange appeared before the Council regarding the drainage study for the Wax Lake East Drainage District.

G. Appointments to the following Boards and Commissions:

Recreation District No. 3 (Bayou Vista Area) 2 Vacancies

No applications received.

Recreation District No. 5 (Four Corners, Sorrell & Glencoe) – 1 Vacancy

No applications received.

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