

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

MAY 9, 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, Sterling Fryou, and Paul P. Naquin, Jr. Absent was Gabriel Beadle.

The Invocation was pronounced by Mr. Rogers and the Pledge of Allegiance was led by Mr. Hidalgo.

Mr. Naquin moved that the reading of the minutes of the Second Regular Meeting, April 25, 2018 be dispensed with and that the same be approved. Mr. Fryou seconded the motion, which carried.

Mr. Bennett requested to reschedule Coaches and members of the Morgan City High School Lady Tigers Softball Team to appear before the Council on May 23, 2018 agenda.

South Central Louisiana Human Services Authority Representatives appeared before the Council to request the adoption of a Proclamation supporting the month of May as Mental Health Awareness Month.

Ms. Davida Franklin, South Central Louisiana Community Health Center, Morgan City appeared before the Council to discuss the Proclamation supporting the month of May as Mental Health Awareness Month.

Mr. Bennett requested to move up Item 15 C, "Proclamation supporting the month of May as Mental Health Awareness Month."

Mr. Bennett moved that the following Resolution be adopted. Mr. Hidalgo 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, Fryou, Naquin, and Voisin

NAYS: None

ABSTAIN: None

ABSENT: Mr. Beadle

PROCLAMATION

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS: there is a strong research that diet, exercise, sleep, and stress management can help all Americans protect their health and well-being; and

WHEREAS: mental health conditions are real and prevalent in our nation; and

WHEREAS: with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS: each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE BE IT RESOLVED that the St. Mary Parish Council and the Parish President, on behalf of the entire St. Mary Parish Government, do hereby proclaim the month as:

“MENTAL HEALTH AWARENESS MONTH”

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of May 2018.

David Hanagriff, Parish President

Kevin Voisin, Chairman

Donna F. Meyer, 816 Sycamore Street, Morgan City, President of St. Mary Chamber of Commerce appeared before the Council to request an allocation for the Annual Bayou BBQ Bash.

Mrs. Meyer thanked the Council for allowing her to present the request on behalf of the St. Mary Chamber of Commerce.

Mr. Bennett requested to move up Item 16 B, “Donna F. Meyer, President, St. Mary Chamber of Commerce has written they are requesting Three Thousand (\$3,000.00) Dollars to help defray cost for this year’s event to make it possible for us to continue hosting the Annual Bayou BBQ Bash.”

Mr. Hidalgo moved that funds in the amount of \$2,000 be allocated to St. Mary Chamber of Commerce to help defray cost for the Annual Bayou BBQ Bash. Mr. Hebert seconded the motion, which carried.

In response to Mr. Ina’s inquiry, Mrs. Meyer explained that most sponsors are in-kind sponsors with one major sponsor so far this year. Mrs. Meyer explained that sponsorship funds help to pay for supplies and that profits help other events within the St. Mary Chamber of Commerce.

Mrs. Meyer further explained that Walmart no longer provides support to 501 C-6 non-profits, which is the reason she is requesting an allocation from St. Mary Parish Government. However, the Cajun Coast does help with some items.

Mr. Voisin informed that the St. Mary Chamber of Commerce Business After Hours will be held on July 12, 2018 from 5:30 p.m. to 8:00 p.m. at the Hampton Inn in Morgan City, Louisiana where vendors will be serving free Bar-B-Que and encouraged all to attend.

Mrs. Meyer further informed that the unveiling of the poster for the 2018 Shrimp and Petroleum Festival will also take place on July 12, 2018 at St. Mary Chamber of Commerce Business After Hours.

Mr. Mac Wade, 1613 Victor II Boulevard, Morgan City, Executive Director for the Port of Morgan City, informed that Senator Cassidy's office has awarded an additional \$28,000,000 from the supplemental dredging fund to be used during the next two years. Mr. Wade further informed that it is possible that more funds may be available.

Mr. Wade also informed that the annual Hurricane Meeting will be held on May 23, 2018 at 10:00 a.m. at the Emergency Operation Center (EOC) in Morgan City, Louisiana.

Mr. Wade further informed that the Coast Guard will be housed in the Emergency Operation Center (EOC) in Morgan City, Louisiana in the near future.

Mr. Wade stated that Ricky "RD" James is the new Assistant Secretary of the Army and that the stakeholder meeting was a success.

Several Councilmen commended Mr. Wade on his hard work and dedication for St. Mary Parish.

Mr. Hidalgo moved that the Parish Council go into Executive Session to receive oral report from counsel regarding potential litigation involving the Plantation pump station in Bayou Vista, pursuant to the provisions of R.S. 42:17 that, in pertinent part, read as follows:

A. A public body may hold an executive session pursuant to R.S. 42:16 for one or more of the following reasons:

or litigation when an open meeting would have a detrimental effect on the bargaining or litigating position of the public body. (2) Strategy sessions or negotiations with respect to collective bargaining, prospective litigation after formal written demand.

Mr. Singleton seconded the motion, which carried.

Following Executive Session, Mr. Hidalgo moved that the May 9, 2018 Regular Meeting be reconvened. Mr. Singleton seconded the motion, which carried.

Legal Counsel, Eric Duplantis informed that the Council was advised to retain services from Bourgeois Law Firm to protect its interest in potential litigation relative to the Plantation Pump Station Project in Bayou Vista which may potentially require filing law suit.

Mr. Hidalgo moved that the Parish Council retain Bourgeois Law Firm regarding the Plantation Pump Station Project in Bayou Vista. Mr. Singleton seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Beadle

RESOLUTION

WHEREAS, it is necessary for St. Mary Parish Government to protect its interest relative to the Plantation Pump Station in Bayou Vista, Louisiana;

WHEREAS, legal action necessary to protect the rights and warranties outside of the scope of responsibility of the Parish's regular statutory legal advisor, the Office of the District Attorney, and its support staff;

WHEREAS, the Parish has considered a number of potential outside counsel to be employed by the Parish as special counsel to undertake the matter;

WHEREAS, out of that number the Parish has chosen, based on its consideration of his credentials and concerning his interest in and ability to handle the matter, attorney William E. Bourgeois.

WHEREAS, the St. Mary Parish Council believes it is in the best interest of the Parish that Parish President, David Hanagriff, enter into a written employment agreement with William E. Bourgeois to take appropriate and reasonable action to defend the Parish in the above captioned lawsuit at **the hourly rate of ONE HUNDRED AND SEVENTY AND NO/100 (\$170.00) DOLLARS, which is within the appropriate scheduled rate posted by the Office of the Attorney General for an attorney of William E. Bourgeois' experience.**

BE IT RESOLVED that Parish President, David Hanagriff, enter into a written employment agreement with William E. Bourgeois to take appropriate and reasonable action to defend the Parish in the above captioned lawsuit at **the hourly rate of ONE HUNDRED AND SEVENTY AND NO/100 (\$170.00) DOLLARS, which is within the appropriate scheduled rate posted by the Office of the Attorney General for an attorney of William E. Bourgeois' experience.**

BE IT FURTHER RESOLVED that the aforementioned, acting for the said Parish in the above described capacity, may sign and execute such instruments in writing as are and may be necessary and proper to transact, conclude said agreement, and further, that the said aforementioned may do any other acts he deems advisable to fully carry out the intent of this resolution.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of May 2018.

APPROVED:

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

ATTEST:

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

Parish President, David Hanagriff reiterated the importance of the Hurricane meeting will be held on May 23, 2018.

Mr. Hanagriff stated that the Special Meeting regarding the Proposed Bond Allocation between the Parish and municipalities on the 2018 Road Improvement Bonds and the Recommended Parish Road Improvement List for 2018 Road Improvement Bonds received was productive.

Mr. Hanagriff reported on St. Mary Parish Community Action Agency's "Rocking Grandparents" he attended today.

Chief Administrative Officer, Henry "Bo" LaGrange, presented his report for a two (2) week period ending May 9, 2018. (All items were informational)

Mr. Rogers moved that the Public Hearing Report, April 25, 2018 be approved. Mr. Singleton seconded the motion, which carried.

Mr. Naquin requested to withdraw Item 13 A, "An Ordinance creating a No-Wake Zone in the waterway along the Charenton Drainage Canal and providing penalty for the violation thereof."

Rev. Mathews introduced the following ordinance:

ORDINANCE

An Ordinance accepting a servitude for roadway use over certain property owned by DOTD and agreeing to accept all future rights, duties, obligations, responsibilities, and liabilities associated with its use, operation, and maintenance as a Parish road, subject to the reservation of DOTD's ownership rights and right to terminate the servitude in the event that DOTD finds such termination necessary or convenient. Said property includes that portion of the former frontage road located at the northwest intersection of US 90 & LA 318 and beginning at its intersection with the realigned frontage road and local road, known as Gibby Road, and proceeding southeasterly approximately 0.95 miles to the newly constructed the cul-de-sac.

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

SECTION 1. The St. Mary Parish Council agrees to accept a servitude for roadway use over the following described property owned by the Department of Transportation and Development ("Department"), and agrees to accept all future rights, duties, obligations, responsibilities, and liabilities associated with its use, operation, and maintenance as a Parish road, subject to the reservation of the Department's ownership rights as well as the Department's right to terminate the servitude in the event that the Department, in its sole discretion, finds such termination necessary or convenient in connection with the performance of its functions:

The portion of the former frontage road as to remain as part of S.P. No. H.004932, located at the northwest intersection of US 90 & LA 318 and beginning at its intersection with the realigned frontage road and local road, known as Gibby Road, and proceeding southeasterly approximately 0.95 miles to the newly constructed the cul-de-sac - all as shown on the attached maps of said area ("Exhibit 1"), and in accordance with the following specific conditions and limitations:

SECTION 2. The St. Mary Parish Council agrees to the permanent drainage servitude for which the Department reserves on, over, and across the described property and agrees that no portion of the property subject to the servitude will be disposed of, no drainage ditches or any structures associated with the servitude will be altered, and no driveway or other right of way permits will be issued without the express written consent of the Department.

SECTION 3. The St. Mary Parish Council agrees to hold harmless the Department from any and all liability or claims for damages arising out of the subsequent operation and maintenance of the roadway, and does expressly agree to defend any suit of any nature which may be brought against the Department and to pay any judgment or settlement which may result from any claim or suit related to the operation or maintenance by the Parish of this public road, or from the use by the public of this public road.

SECTION 4. The St. Mary Parish Council agrees that it shall not allow any new permanent structures to be constructed adjacent to the aforesaid property described herein within 225 feet of the centerline of adjacent US 90 and/or Future I-49.

SECTION 5. The St. Mary Parish Council agrees that the grant of the servitude for roadway use is made subject to the reservation of the Department's ownership rights as well as the Department's right to terminate the servitude in the event that the Department, in its sole discretion, finds such termination necessary or convenient in connection with the performance of its functions.

SECTION 6. The St. Mary Parish Council authorizes the presiding St. Mary Parish President to execute the documents necessary to transfer the servitude described herein to St. Mary Parish, subject to and in accordance with the specific conditions of this Ordinance, and to include the specific conditions in the transfer documents.

This ordinance having been offered and read on this 9th day of May, 2018; having been published in accordance with law.

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

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Beadle

ORDINANCE NO. 2125

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 11th day of April, 2018; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 9th 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 10th day of May 2018 at the hour of 10:15 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 17th day of May 2018 at the hour 8:40 a.m.

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 #16-10267

LEASE

STATE OF LOUISIANA

PARISH OF ST. MARY

The following contract of lease is made and entered into this 2nd 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, 5th 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

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).

26.

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. 2126

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 11th day of April 2018; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 9th 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 10th day of May 2018, at the hour of 10:15 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 17th day of May 2018, at the hour of 8:40 a.m.

Mr. Bennett requested to postpone Item 15 A, "Resolution of Respect in memory of Captain Michael Luke Marino, Jr." until May 23, 2018 agenda.

Mr. Rogers moved that the agenda be expanded to adopt a resolution to authorize an engineering services contract and authorize the parish president to execute the same relative to the 2018 Centerville/Verdunville Road Improvement Project. Mr. Bennett seconded the motion, which carried.

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

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Beadle

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute an Engineering Services Contract with Miller Engineers & Associates, Inc. relative to the 2018 Centerville/Verdunville Roads Improvement 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 & Associates relative to the 2018 Centerville/Verdunville Roads Improvement 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 9th day of May 2018.

APPROVED:

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

ATTEST:

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

Mr. Rogers stated the roads in this project are Cane Road, Clausen Road South, Clausen Road North, Lou Street, John Street, Luke Street, Michael Street, Senette Street, and Missouri Street.

16 – OLD BUSINESS:

- A. Discussion and action regarding the above noted executive session.

This Item was discussed earlier.

- B. Donna F. Meyer, President, St. Mary Chamber of Commerce has written they are requesting Three Thousand (\$3,000.00) Dollars to help defray cost for this year's event to make it possible for us to continue hosting the Annual Bayou BBQ Bash.

This Item was discussed earlier.

- C. Steve Hawkland, Deputy General Counsel, Secretary of State has written to advise that they received all necessary documentation relative to calling a special election for the vacancy created by the resignation of the Honorable F. H. "Chip" Metz, Jr., Coroner, Parish of St. Mary.

- D. Discussion and action relative to the RFP's for the Atchafalaya Golf Course at Idlewild.
(Mr. Hidalgo)

Mr. Hidalgo suggested scheduling a meeting with the Council, Golf Course Commission and the companies to discuss the Request for Proposals (RFP) that were received.

Mr. LaGrange stated that he and the Golf Course Commissions evaluated the Request for Proposal (RFP) and scored them according to the score sheet. Mr. Hidalgo and Rev. Mathews attended the meeting where the Golf Commission discussed the RFP's. The Golf Commission made a motion and agreed to have St. Mary Parish write a follow up request to the four proposing companies to see if they would entertain a performance base management fee, all or in part, rather than a fixed management fee.

In response to Mr. Hidalgo's inquiry, Mr. LaGrange stated it was his understanding that they were not planning to invite the representatives of the management companies to attend the meeting. The commission is planning a special meeting to discuss the four proposals and make a decision.

After lengthy discussion, Mr. Hidalgo moved that a written request to the Golf Course Commission be made to have a joint meeting with the Council to discuss and review the Request for Proposals (RFP) relative to Golf Course management companies. Rev. Mathews seconded the motion, which carried.

In response to Mr. Ina's inquiry, Mr. LaGrange stated that the two potential dates for the Golf Course Commission special meeting are May 15, 2018 or May 22, 2018. The Council will be notified of the date.

Mr. Hanagriff suggested that the Councilmen attend the special meeting.

17 – NEW BUSINESS:

A. We received the following financial statements:

Atchafalaya Golf Course Commission – year ended September 30, 2017

Hospital Service District No. 1 – year ended September 30

Recreation District No. 4 – year ended September 30, 2017

St. Mary Parish Consolidated Gravity Drainage District No. 2 – year ended September 30, 2017

St. Mary Parish Wards 5 & 8 Joint Sewerage Commission – year ended September 30, 2017

Sewerage District No. 5 – year ended September 30, 2017

B. Appointment to the following Boards and Commissions:

Kemper Williams Park Advisory Committee – 2 Vacancies

Murphy Pontiff – Present Member

Herbert Bell – Present Member

Mr. Naquin moved that Murphy Pontiff and Herbert Bell be reappointed to Kemper Williams Park Advisory Committee. Rev. Mathews seconded the motion, which carried.

Recreation District No. 1 – 1 Vacancy

No applications received.

Mr. Fryou requested that appointments to Recreation District No. 1 be deferred until the May 23, 2018 Regular Council Meeting.

Recreation District No. 2 - 1 Vacancy

No applications received.

St. Mary Parish Water & Sewer Commission No. 5 – 1 Vacancy

Wendy B. Landry

Lisa Morgan, Clerk stated that an application was received after the deadline from Frank Mathews for consideration of appointment to St. Mary Parish Water & Sewer Commission No. 5.

Rev. Mathews requested that appointments to St. Mary Parish Water & Sewer Commission No. 5 be deferred until the May 23, 2018 Regular Council Meeting.

Mr. Naquin reminded the Councilmen that Financial Disclosures are due next week.

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

Lisa C. Morgan, Clerk

Kevin Voisin, Chairman