

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

JULY 10, 2019
FRANKLIN, LOUISIANA

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

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

Mr. Voisin moved that the reading of the minutes of the Second Regular Meeting, June 26, 2019, be dispensed with and that the same be approved. Mr. Fryou seconded the motion, which carried.

In absence of Mr. Guy Pitts, Pitts and Matte, C.P.A., Mr. Beadle requested to move up Item 16A, "Discussion and action to accept the St. Mary Parish Audit Report for the year ending December 31, 2018."

Rev. Mathews moved that the St. Mary Parish Audit Report for the year ending December 31, 2018, be accepted. Mr. Singleton seconded the motion, which carried.

Jim Firmin, Firmin Architects, Ltd. appeared before the Council to discuss services offered by St. Mary Parish Section 8 Housing Program and presented a handout to the Council explaining the update and qualifications of the program.

In response to Rev. Mathews' inquiry, Mr. Firmin stated that currently there are 36 people on the waiting list and that single family homes and mobile homes qualify with a prior inspection. Mr. Firmin also explained that an annual inspection is performed and that rent is based on income, and that utility allowances are offered.

Mr. Rogers requested to move up Item 14B, "Resolution pertaining to the adoption of the Section 8 Housing Choice Voucher Program's Annual Plan and updated Program Administration Plan for 2019."

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

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Bennett

RESOLUTION

**Resolution Pertaining to the Adoption of the
HUD Section 8 Housing Choice Voucher (HCV) Program 2019 Annual Plan**

**ST MARY PARISH GOVERNMENT
HUD SECTION 8 HOUSING CHOICE VOUCHER (HCV) PROGRAM**

WHEREAS, the St. Mary Parish Government operates a HUD Section 8 Housing Choice Voucher (HCV) Program through its St. Mary Parish Housing Office (SMPHO), and

WHEREAS, the requirements of the Housing Reform Act (QHWRA) of 1998, in part require HUD housing agencies to prepare an Agency Plan which is comprised of a 5-Year Plan plus an Annual Plan which is to be prepared each year, and

WHEREAS, in July 2015, in order to comply and properly implement the Section 8 Housing Program requirements of the Housing Reform Act, the SMPHO developed, and the Parish Council adopted a 5 Year Agency Plan for the years FY 2015 – 2019, all in compliance with the HUD guidelines, and

WHEREAS, in order to further comply and properly implement the Section 8 HCV Program requirements of the Housing Reform Act, the SMPHO has updated the Annual Plan and the Section 8 HCV Program Administrative Plan for 2019, and

WHEREAS, the Section 8 Program Annual Plan and Administrative Plan for 2019, was open and available for public review from May 22, 2019, and then presented to the public at a Public Hearing on July 10, 2019.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council meeting in session on July 10, 2019, in order to comply and properly implement the Section 8 Housing Choice Voucher Program requirements of the Housing Reform Act, does hereby adopt the St. Mary Parish Government HUD Section 8 Housing Choice Voucher Program Annual Plan and Administrative Plan for 2019, and authorizes Mr. David Hanagriff, St. Mary Parish President, to sign all documents necessary for the full implementation and compliance of the Parish Program with HUD requirements, and

BE IT FURTHER RESOLVED, that the St. Mary Parish Council meeting in session on July 10, 2019, does hereby authorize Mr. David Hanagriff, St. Mary Parish President, and the St. Mary Parish Housing (SMPHO) staff, to formulate any further revisions to the Parish's Section 8 Housing Choice Voucher Program Annual Plan and Administrative Plan for 2019 as necessary to achieve the full implementation and compliance of the Parish Program with the HUD requirements.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this 10th day of July 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

Parish President, David Hanagriff reported on the disturbance that is currently in the Gulf of Mexico and informed of sandbag locations at Bayou Vista Barn, Hanson Barn, Four Corners Fire Station, and Amelia Fire Station.

Mr. Hanagriff also informed that the Bikers on the Bayou Event and the Annual BBQ Bash have been rescheduled due to weather. He stated that the Business After Hours BBQ event is still scheduled for July 11, 2019 at 5:00 p.m. at the Hampton Inn & Suites in Morgan City, Louisiana.

Mr. Hanagriff further informed that he has signed a Declaration of Emergency for St. Mary Parish.

Chief Administrative Officer, Henry “Bo” LaGrange expounded on the Governor’s Office of Homeland Security & Emergency Preparedness (GOHSEP) Applicants Briefing meeting regarding the river flood event.

Mr. LaGrange informed that the Department of Transportation & Development (DOTD) will conduct an open house public meeting on July 24, 2019 from 5:00 p.m.-7:00 p.m. at the Baldwin Community Center regarding railroad crossing closures on Lockley Street, Orphans Home Road, and Haven Street in Baldwin, Louisiana.

Mr. LaGrange expounded on the Capital Outlay Act and projects included in St. Mary Parish.

In response to Mr. Rogers’ inquiry, Mr. LaGrange stated that a meeting has not been scheduled with DOTD regarding culverts under Highway 90 in Centerville.

In response to Rev. Mathews’ inquiry, Mr. LaGrange stated that he will contact 911 Communication regarding notification and procedures for emergency response due to the railroad crossing closures.

Mr. Ina introduced the following ordinances:

ORDINANCE NO.

An Ordinance amending and re-enacting Ordinance No. 1051 of the Parish of St. Mary to set speed limits on certain roads in St. Mary Parish, Louisiana.

BE IT ORDAINED by the St. Mary Parish Council:

SECTION 1. Ordinance No. 1051 of St. Mary Parish is hereby amended to amend the speed limit on Irish Bend Road from Sterling Bridge Road to Blackburn curve to 30 miles per hour.

SECTION 2. 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 the 10th day of July, 2019; having been published in accordance with law.

ORDINANCE NO.

An Ordinance amending Ordinance No. 1161 establishing the Regular Meeting Dates, Times, and Place of the St. Mary Parish Council.

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

SECTION 1. That Section I of Ordinance No. 1161 shall be amended as follows: The Regular Meetings of the St. Mary Parish Council shall be held every first and third Thursday of the month at 6:00 p.m., in the St. Mary Parish Council Meeting Room, Fifth Floor Courthouse, Franklin, Louisiana.

SECTION 2. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed. This Ordinance to become effective September 19, 2019.

This ordinance having been offered and read on this the 10th day of July, 2019; having been published in accordance with law.

ORDINANCE NO.

**An Ordinance Amending Ordinance No. 2159
Regarding Public Comment During Parish Council Meetings**

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

SECTION 1. That Ordinance No. 2159 enacted on the 10th day of October, 2018 entitled “An Ordinance Amending Ordinance No. 967 (1985) Regarding Public Comment During Parish Council Meetings” shall be amended as follows:

SECTION 3: Public Comment on a matter relating to Parish government as noted in Section 2-07 (E) of the Home Rule Charter and upon which a vote is not to be taken

Persons wishing to address the St. Mary Parish Council on a matter relating to Parish government as noted in Section 2-07 (E) of the Home Rule Charter and upon which a vote is not to be taken shall call the clerk of the Council and request to be placed on the agenda. Persons may be placed on the agenda by so requesting not later than 12:00 noon on the Monday prior to the regular Thursday meeting or in cases of a special meeting, two hours before the deadline for publication of the agenda of that meeting.

Persons shall be given a period of five (5) minutes to address the Council, which may be extended by questions from the Council and at the discretion of the Chairman of the Council.

Section 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed

This ordinance shall become effective and be in full force effective September 19, 2019.

This ordinance having been offered and read on this the 10th day of July 2019; having been published in accordance with law.

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

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Bennett

ORDINANCE NO. 2192

An Ordinance authorizing the Parish of St. Mary to enter into a Lease Purchase Agreement with Cit Bank, N.A. relative to the acquisition of a phone system from Intellicom, Inc. for the St. Mary Parish Courthouse.

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

SECTION I. That the Parish of St. Mary enters into a Lease Purchase Agreement with Cit Bank, N.A. relative to the acquisition of a phone system from Intellicom, Inc. for the St. Mary Parish Courthouse 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 12th day of June, 2019; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 10th day of July 2019; was adopted.

APPROVED:

**GABRIEL BEADLE, 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 15th day of July 2019, at the hour of 9:44 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 16th day of July 2019, at the hour of 10:00 a.m.

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Exhibit "A"



SLG LEASE AGREEMENT

TO OUR VALUED CUSTOMER: This Lease has been written in "Plain English". When we use the words *you* and *your* in this Lease, we mean *you, our customer*, which is the Lessee indicated below. When we use the words *we*, *us* and *our* in this Lease, we mean the Lessor, **CIT BANK, N.A.**. Our address is 10201 Centurion Parkway North, Suite 100 Jacksonville, FL 32256. Phone 800-327-3333

Form AFS-SLGTL-LA-DS 2011.1 Page 1 of 2

CUSTOMER INFORMATION	Lessee Name	E-Mail Address	Tax ID #
	ST MARY, PARISH OF		Tax Exempt #
	Billing Street Address/City/State/Zip 500 MAIN STREET, FRANKLIN, LA 70538	Phone No. 337-828-4100	Lease # 1619264
Equipment Location Street Address/City/County/State/Zip 500 MAIN STREET, FRANKLIN, ST MARY, LA 70538			

SUPPLIER INFORMATION	Supplier Name ("Supplier") INTELLICOM INC
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EQUIPMENT DESCRIPTION	Make/Model AVAYA / IP OFFICE (500) /
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END OF LEASE PURCHASE OPTION	Fair Market Value
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TERM AND LEASE PAYMENT	Lease Term (Months) 60	Lease Payment \$1,332.50	Documentation Fee \$0.00	You agree to pay at the time you sign this Lease: 0 Mos. (\$0.00) Total Advance Lease payment. If more than one Lease Payment is required in advance, the additional amount will be applied at the end of the original term.	Plus Applicable Taxes
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INSURANCE AND TAXES You are required to provide and maintain insurance related to the Equipment, and to pay any property, use and other taxes related to this Lease or the Equipment. (See Sections 6 and 8 on Page 2 of this Lease). If you are tax-exempt, you agree to furnish us with satisfactory evidence of your exemption.

TERMS AND CONDITIONS 1. LEASE; DELIVERY AND ACCEPTANCE. You agree to lease the equipment, maintenance and services described above and in any purchase, maintenance, services or supply contract (collectively, "Supply Contract") associated with this lease agreement ("Lease") (collectively, "Equipment") on the terms and conditions shown on both pages of this Lease. If you have entered into a Supply Contract with any Supplier, you assign to us your rights under such Supply Contract, but none of your obligations (other than the obligation to pay for the Equipment if it is accepted by you as stated below and you timely deliver to us such documents and assurances as we request). If you have not entered into a Supply Contract, you authorize us to enter into a Supply Contract on your behalf. You will arrange for the delivery of the Equipment to you. When you receive the Equipment, you agree to inspect it to determine if it is in good working order. This Lease will begin on the date that you sign a Delivery and Acceptance Certificate and will continue for the number of months specified in this Lease unless renewed as set forth in this Lease or earlier terminated as set forth in Section 3 of this Lease. The Equipment will be deemed irrevocably accepted by you upon: (a) the delivery to us of a signed Delivery and Acceptance Certificate (if requested by us); or (b) 10 days after delivery of the Equipment to you if previously you have not given written notice to us of your non-acceptance. (NOTE: Terms and Conditions continue on the following pages.)

By signing this lease: (i) you acknowledge that you have read and understand all of the terms and conditions of this lease, which is documented on our Form AFS-SLGTL-LA-DS 2011.1, (ii) you agree that if a copy of this lease is signed by you and the front of the copy is delivered to us by facsimile transmission or otherwise, to the extent any provisions are missing or illegible or changed (and not initialed by both you and us), the terms and conditions of our Form AFS-SLGTL-LA-DS 2011.1 in use on the date we receive the copy signed by you will be the terms and conditions of the lease, (iii) you agree that this lease is a net lease that you cannot terminate or cancel except as specifically provided herein, you have an unconditional obligation to make all payments due under this lease, and you cannot withhold, setoff or reduce such payments for any reason, (iv) you agree that you will use the equipment only for governmental purposes, (v) you warrant that the person signing this lease for you has the authority to do so, (vi) you confirm that you decided to enter into this lease rather than purchase the equipment for the lower total cash price, and (vii) you agree that this lease and any claims, controversies, disputes or causes of action (whether in contract, tort or otherwise) shall be governed, construed, and enforced in accordance with federal law and the laws of the state of New York (without regard to the conflict of laws principles of such state). You consent to the jurisdiction of any court located within that state and waive any objection relating to improper venue or forum non conveniens. **BOTH PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY.** Should the above jury trial waiver be found unenforceable, then, upon the written request of any party, any dispute, including any and all questions of law or fact relating thereto, shall be determined exclusively by a judicial reference proceeding in accordance with Cal. Civ. Proc. Code § 638 or seq. or the applicable state's equivalent state law. The parties shall select a retired state or federal judge as the referee. The referee shall report a statement of decision to the Court.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for (i) if you are a legal entity, your name, address, and other information that will allow us to identify you; (ii) if you are an individual, your name, address and date of birth. We may also ask to see your driver's license or other identifying documents.

ST MARY, PARISH OF
 Lessee
 X
 Authorized Signature

 Print Name & Title _____ Date _____

CIT BANK, N.A.
 Lessor
 X
 Authorized Signature

 Print Name & Title _____ Date _____

CERTIFICATION
 I, _____ (Certifier), a resident of _____ (City), in the State of _____ (State), DO HEREBY CERTIFY that I am the duly elected or appointed and acting _____ (Certifier's Title) of the Lessee identified above, which is in the State or a political subdivision or agency, duly organized and existing under the laws of the State of _____ (State); and that I have custody of the records of Lessee; as of the date set forth below the individual named and executing above on behalf of the Lessee, _____ (Name of Authorized Signatory of Lessee), is the _____ (Title) of Lessee and is duly authorized to execute and deliver the Lease (including any addendum) and all related documents, in the name and on behalf of Lessee; and that signature of such individual is his/her authentic signature.

IN WITNESS WHEREOF, I have hereto set my hands and affixed the seal of Lessee this _____ day of _____, _____.

 Certifier's Signature
 --SEAL--

1. (Continued) Your first Lease Payment is due 30 days after commencement of this Lease, unless payment in advance is indicated in Additional Provisions above, and your remaining Lease Payments shall be due on the same day of each subsequent month (or such other time period stated on Page 1 of this Lease) designated by us. You will make all payments required under this Lease to us at such address as we may specify in writing. You authorize us to adjust the Lease Payment if the Total Cash Price (which is all amounts we have paid in connection with the purchase, delivery and installation of the Equipment, including any upgrades and layout amounts) differs from the estimated Total Cash Price specified by you (or on your behalf by the Supplier) in the credit application submitted to us. However, if the Total Cash Price exceeds the amount approved by us, we will not be obligated to purchase or lease the Equipment. If any Lease Payment or other amount payable to us is not paid within 10 days of its due date, you will pay us a late charge equal to the greater of (i) 2% of each late payment or (ii) \$5.00 for each late payment (or such lesser amount as is the maximum amount allowable under applicable law).

2. **FUNDING INTENT.** You reasonably believe that funds can be obtained sufficient to make all Lease Payments and other payments during the term of this Lease. You agree that your chief executive or administrative officer (or your administrative officer that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such reappropriation by certifying funds for such payments due during the applicable fiscal period from the budget that it accepts. You and we agree that your obligation to make Lease Payments under this Lease will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Lease will be interpreted as a pledge of your general tax revenues, funds or monies.

3. **NONAPPROPRIATION OF FUNDS.** If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Lease Payments or other payments due under this Lease, and (b) you have exhausted all funds legally available for such payments, then you agree that you will give us at least 30 days written notice of such Non-Appropriation and provide us with evidence from your governing body of such Non-Appropriation. After receipt of such notice and this Lease will terminate as of the last day of your fiscal period for which funds for Lease Payments are available. Such termination is without any expense or penalty, except for the portions of the Lease Payments and those expenses associated with your return of the Equipment in accordance with this Lease for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (a) you will not terminate this Lease if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such terminations would occur and (b) you will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal period following the fiscal period for which funds were first not available for the Lease Payments.

4. **NO WARRANTIES.** We are leasing the Equipment to you "AS-IS." YOU ACKNOWLEDGE THAT WE DO NOT MANUFACTURE THE EQUIPMENT, WE DO NOT REPRESENT THE MANUFACTURER OR THE SUPPLIER, AND YOU HAVE SELECTED THE EQUIPMENT AND THE SUPPLIER BASED UPON YOUR OWN JUDGMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU WILL NOT ASSERT ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. YOU AGREE THAT NEITHER THE SUPPLIER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE SUPPLIER IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR US OR TO BIND US IN ANY WAY. We transfer to you for the term of this Lease any warranties made by the manufacturer or the Supplier under a Supply Contract.

5. **EQUIPMENT LOCATION; USE AND REPAIR; RETURN.** You will keep and use the Equipment only at the Equipment Location shown on Page 1 of this Lease. You may not move the Equipment without our prior written consent. At your own cost and expense, you will keep the Equipment eligible for any manufacturer's certification, in compliance with all applicable laws and in good repair, condition and working order, except for ordinary wear and tear. You will not make any alterations, additions or replacements to the Equipment without our prior written consent. All alterations, additions and replacements will become part of the Equipment and our property at no cost or expense to us. We may inspect the Equipment at any reasonable time. Unless this Lease is renewed or you purchase the Equipment in accordance with this Lease, at the end of this Lease you will immediately deliver the Equipment to us in as good condition as when you received it, except for ordinary wear and tear, in any place in the United States that we tell you. You will pay all expenses of disinstalling, crating and shipping, and you will insure the Equipment for its full replacement value during shipping.

6. **TAXES AND FEES.** You will pay when due, either directly or to us upon our demand, all taxes, fees and penalties relating to this Lease or the Equipment that are now or in the future assessed or levied by any state, local or other government authority. We will file all personal property, use or other tax returns (unless we notify you otherwise in writing) and you agree to pay us a fee for making such filings. We do not have to contest any taxes, fees or penalties. You will pay estimated property taxes with each Lease Payment or annually, as advised.

7. **LOSS OR DAMAGE.** As between you and us, you are responsible for any loss, theft or destruction of, or damage to, the Equipment (collectively "Loss") from any cause at all, whether or not insured, until it is delivered to us at the end of this Lease. You are required to make all Lease Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay us the amounts specified in Section 11(b) below.

8. **INSURANCE.** You will provide and maintain at your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. If you so request and if we give our prior written consent, in lieu of maintaining the insurance described in the preceding sentence, you may self insure against such risks, provided that our interests are protected to the same extent as if the insurance required in clauses (a) and (b) above had been obtained by third party insurance carriers and provided further that such self insurance program is consistent with prudent business practices with respect to insuring such risk. You will give us certificates or other evidence of such insurance on the commencement date of this Lease, and at such times as we request. Such insurance obtained will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance.

9. **TITLE RECORDING.** Unless you have been granted a \$1.00 purchase option, we are the owner of and will hold title to the Equipment. You will keep the Equipment free of all liens and encumbrances. You agree that if you have not been granted a \$1.00 purchase option, this transaction is a true lease. You hereby authorize us or our agent to file a financing statement to give public notice of our ownership of the Equipment and other property (including without limitation, our interests in all software). However, if this transaction is deemed to be a lease intended for security, you grant us a security interest in the Equipment (including any replacements, substitutions, additions, attachments, accessories and proceeds) and authorize us or our agent to file a financing statement or any other documents we deem necessary to perfect or protect our interest in the Equipment and other property.

10. **DEFAULT.** Each of the following is a "Default" under this Lease: (a) you fail to pay any Lease Payment or any other payment within 10 days of its due date, (b) you do not perform any of your other obligations under this Lease or in any other agreement with us or with any of our affiliates and this failure continues for 10 days after we have notified you of it, (c) you become insolvent, you dissolve or are dissolved, or you assign your assets for the benefit of your creditors, or enter (voluntarily or involuntarily) any bankruptcy or reorganization proceeding, or (d) any representation or warranty made by you hereunder or in any instrument provided to us by you proves to be incorrect in any material respect when made.

11. **REMEDIES.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease or any of all other agreements that we have entered into with you or withdraw any offer of credit; (b) we may require you to immediately pay us, as compensation for loss of our bargain and not as a penalty, a sum equal to (i) the present value of all unpaid Lease Payments for the remainder of the term plus the present value of our anticipated residual interest in the Equipment, each discounted at 5% per year, compounded monthly, plus (ii) all other amounts due or that become due under this Lease; (c) we may require you to deliver the Equipment to us as set forth in Section 5; (d) we or our agent may peacefully repossess the Equipment without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may obtain a refund from the Supplier for any prepaid maintenance or services and apply it to any amounts that you owe us; and (f) we may exercise any other right or remedy available at law or in equity. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law to be given, 10 days' notice will constitute reasonable notice. You will remain responsible for any amounts that are due after we have applied such net proceeds.

12. **FINANCE LEASE STATUS.** You agree that if Article 2A-Leases of the Uniform Commercial Code applies to this Lease, this Lease will be considered a "finance lease" as that term is defined in Article 2A. By signing this Lease, you agree that either (a) you have reviewed, approved, and received, a copy of the Supply Contract or (b) that we have informed you of the identity of the Supplier, that you may have rights under the Supply Contract, and that you may confer the Supplier for a description of those rights. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A.

13. **ASSIGNMENT. YOU MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR YOUR INTEREST IN THIS LEASE.** We may, without notifying you, sell, assign, or transfer this Lease or our rights in the Equipment. You agree that the new owner will have the same rights and benefits that we have now under this Lease but not our obligations. The rights of the new owner will not be subject to any claim, defense or setoff that you may have against us.

14. **PURCHASE OPTION; AUTOMATIC RENEWAL.** If no Default exists under this Lease, you will have the option at the end of the original or any renewal term to purchase all (but not less than all) of the Equipment at the purchase option price specified on the front of this Lease plus applicable taxes. Unless the \$1.00 purchase option has been granted, you must give us at least 30 days but no more than 180 days written notice before the end of the original or any renewal term that you will purchase the Equipment or that you will deliver the Equipment to us. If you do not give us such written notice or if you do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew for successive three-month terms until you deliver the Equipment to us. During such renewal(s) the Lease Payment will remain the same. We may cancel an automatic renewal term by sending you written notice 10 days' prior to such renewal term. If you have been granted a fair market value purchase option, we will use our reasonable judgment to determine the Equipment's fair market value. If you do not agree with our determination of the Equipment's fair market value, the fair market value (on a retail basis) will be determined at your expense by an independent appraiser selected by us. Upon payment of the fair market value, we will transfer our interest in the Equipment to you "AS-IS, WHERE-IS" without any representation or warranty whatsoever and this Lease will terminate.

15. **INDEMNIFICATION.** With respect to any claims, actions, or suits that are made against us as a result of your actions, inactions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

16. **AUTHORIZATION AND EQUIPMENT USE.** You represent and agree that: (a) you are a State or a political subdivision or agency of a State; (b) the entering into and performance of this Lease is authorized under your State laws and constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are a party; (c) you have complied with all bidding requirements and, where necessary, have properly presented this Lease for approval and adoption as a valid obligation on your part; (d) you have sufficient appropriated funds or other monies available from unexpended and unencumbered appropriations and/or funds within your budget to pay all amounts due under this Lease for your current fiscal period and that such appropriations and/or funds have been designated for the payment of the Lease Payments that may come due under this Lease for your current fiscal period; (e) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of this Lease and you will use the Equipment only for your governmental purposes. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (e) above, an incumbency certificate, an essential use letter as to clause (e) above, and any other documents that we request, with all such documents being in a form satisfactory to us.

17. **MISCELLANEOUS.** You agree that the terms and conditions contained in this Lease make up the entire agreement between you and us regarding the lease of the Equipment. This Lease is not binding on us until we sign it. Any change in any of the terms and conditions of this Lease must be in writing and signed by you and us. You agree, however, that we are authorized, without notice to you, to supply missing information or correct obvious errors in this Lease. If we delay or fail to enforce any of our rights under this Lease, we will still be entitled to enforce those rights at a later time. All notices shall be given in writing by the party sending the notice and shall be effective when deposited in the U.S. Mail, addressed to the party receiving the notice at its address shown on Page 1 of this Lease (or to any other address specified by that party in writing) with first class postage prepaid. All of our rights and remedies will survive the termination of this Lease. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to Lease Payments in inverse order of maturity, and any remaining excess will be refunded to you. If you do not perform any of your obligations under this Lease, we have the right, but not the obligation, to take any action or pay any amounts that we believe are necessary to protect our interests. You agree to reimburse us immediately upon our demand for any such amounts that we pay. Except as provided for in Section 3, you will not terminate, cancel, or request a refund from the Supplier for any prepaid maintenance or services included in this Lease and if you do receive a refund from the Supplier, you will hold those monies in trust for our benefit and not commingle the refund with any of your other funds and you will remit the refund to us upon our request. IF A SIGNED COPY OF THIS LEASE IS DELIVERED TO US BY FACSIMILE TRANSMISSION, IT WILL BE BINDING ON YOU. HOWEVER, WE WILL NOT BE BOUND BY THIS LEASE UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE LEASE, WHICHEVER OCCURS FIRST. YOU WAIVE NOTICE OF OUR ACCEPTANCE AND WAIVE YOUR RIGHT TO RECEIVE A COPY OF THE ACCEPTED LEASE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS LEASE, WE MAY PRODUCE A COPY OF THE LEASE TRANSMITTED TO US BY FACSIMILE TRANSMISSION THAT HAS BEEN MANUALLY SIGNED BY US AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS LEASE. TO THE EXTENT (IF ANY) THAT THIS LEASE CONSTITUTES CHATTEL PAPER UNDER THE UNIFORM COMMERCIAL CODE, NO SECURITY INTEREST IN THIS LEASE MAY BE CREATED THROUGH THE TRANSFER AND POSSESSION OF ANY COPY OR COUNTERPART HEREOF EXCEPT THE COPY WITH OUR ORIGINAL SIGNATURE. IF YOU DELIVER THIS LEASE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS LEASE HAS NOT BEEN CHANGED. If more than one Lessee has signed this Lease, each of you agree that your liability is joint and several.



DELIVERY AND ACCEPTANCE
CERTIFICATE

CUSTOMER
INFORMATION

Lessee Name	ST MARY, PARISH OF
Billing Street Address/City/State/Zip	500 MAIN STREET, FRANKLIN, LA 70538
Equipment Location Street Address/City/County/State/Zip	500 MAIN STREET, FRANKLIN, ST MARY, LA 70538
Lease #	1619264

By signing below, you, the Lessee, agree:

- A) That all equipment described in the lease identified above ("Equipment") has been delivered, inspected, installed and is unconditionally and irrevocably accepted by you as satisfactory for all purposes of the lease; and
- B) That we, the Lessor, CIT BANK, N.A., are authorized to purchase the Equipment and start billing you under the lease. Our address is 10201 Centurion Parkway North, Suite 100, Jacksonville, FL 32256.

YOU AGREE THAT IF A COPY OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE IS SIGNED BY YOU AND IS DELIVERED TO US BY FACSIMILE TRANSMISSION OR OTHERWISE IT WILL BE BINDING ON YOU AND, TO THE EXTENT ANY PROVISIONS ARE MISSING OR ILLEGIBLE OR CHANGED (AND NOT INITIALED BY BOTH YOU AND US), THE TERMS AND CONDITIONS OF OUR FORM AFS-DAC-DS-2011.1 IN USE ON THE DATE WE RECEIVE THE COPY SIGNED BY YOU WILL BE THE TERMS AND CONDITIONS OF THE DELIVERY AND ACCEPTANCE CERTIFICATE. YOU AGREE THAT, NOTWITHSTANDING ANY RULE OF EVIDENCE TO THE CONTRARY, IN ANY HEARING, TRIAL OR PROCEEDING OF ANY KIND WITH RESPECT TO THIS DELIVERY AND ACCEPTANCE CERTIFICATE, WE MAY PRODUCE A COPY OF THE DELIVERY AND ACCEPTANCE CERTIFICATE TRANSMITTED TO US BY FACSIMILE TRANSMISSION AND SUCH SIGNED COPY SHALL BE DEEMED TO BE THE ORIGINAL OF THIS DELIVERY AND ACCEPTANCE CERTIFICATE. IF YOU DELIVER THIS DELIVERY AND ACCEPTANCE CERTIFICATE TO US BY FACSIMILE TRANSMISSION, YOU ACKNOWLEDGE THAT WE ARE RELYING ON YOUR REPRESENTATION THAT THIS DELIVERY AND ACCEPTANCE HAS NOT BEEN CHANGED.

LESSEE: ST MARY, PARISH OF

By: _____
 (Authorized Signature)

(Type/Print Name)

(Title)

(Date)

**CERTIFICATE OF APPROPRIATIONS
STATE AND LOCAL GOVERNMENT**

I, _____ do hereby certify that I am the
(Name)
duly elected or appointed and acting _____ of
(Title)

ST MARY, PARISH OF ("Lessee"); that I have custody of the financial records and budget information of such entity; that monies for all lease payments to be made under that certain SLG Lease Agreement or SLG Lease Purchase Agreement identified by Lease Number 1619264 between Lessee and CIT Bank, N.A. or one of its affiliates or subsidiaries as lessor ("Agreement"), for the fiscal year ending _____, 20____, are available from unexhausted and unencumbered appropriations and/or funds within Lessee's budget for such fiscal year; and that appropriations and/or funds have been designated for the payment of those lease payments that may come due under the Agreement in such fiscal year.

IN WITNESS WHEREOF, I have duly executed this Certificate of Appropriations this ____
_____ day of _____, 20____.

Signature

Print Name & Title

The undersigned official of Lessee hereby certifies that the signature set forth above is the true and authentic signature of the individual identified above and that such individual holds the title set forth above.

Signature

Print Name & Title



To facilitate the proper billing and crediting of your account, please complete this form and return it with the signed documents. Thank you.

BILLING INFORMATION REQUEST	
Lease Number:	1619264
Customer Legal Name:	ST MARY, PARISH OF
Billing Address:	Street Address _____ City, State, ZIP _____
Purchase Order #(if applicable):	_____
Attention: Individual who will process payments	First Name _____ MI _____ Last Name _____
Contact Email Address:	_____
Telephone Number: Individual who will process payments	(Area Code) _____
Equipment Location(s): If different from Billing Address	1. _____ Street Address _____ City, State, ZIP _____ 2. _____ Street Address _____ City, State, ZIP _____
Are you sales/rental tax exempt?	<input type="checkbox"/> Yes -- Tax exemption certificate attached. <input type="checkbox"/> No
INVOICE PREFERENCE - PLEASE SELECT ONE OPTION	
Please select your Invoicing Preference below. If no selection is made, you will receive your invoice via standard U.S. Mail to the billing address provided.	
<input type="checkbox"/> Please sign me up for Electronic Invoicing - I would like to receive my invoice electronically at the email address provided above. OR <input type="checkbox"/> Please send my invoice via standard mail - I would like to receive my invoice via U.S. Mail to the billing address provided above.	
If you would like your payments automatically debited from your bank account each billing period, please complete and return the separate Electronic Debit Form included in this document package. You will still receive an invoice containing the billing detail (either via email or standard mail, dependent upon your selected preference).	
Special Instructions: _____ _____	
Customer Signature	Date Type/Print Name & Title

Rogers 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. Rogers, Hidalgo, Singleton, Hebert, Fryou, Naquin, Voisin, Beadle, Rev. Mathews, and Mr. Ina

NAYS: None

ABSTAIN: None

ABSENT: Mr. Bennett

RESOLUTION

A resolution authorizing David Hanagriff the President to execute a Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Mary Parish relative to the St. Mary Parish Drainage Improvements Pump Station 2 and 2A Project – Hazard Mitigation Grant Program - FEMA-1786-DR-LA, Project #0109.

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 Federally Funded Agreement between the Governor's Office of Homeland Security and Emergency Preparedness and St. Mary Parish relative to the St. Mary Parish Drainage Improvements Pump Station 2 and 2A Project – Hazard Mitigation Grant Program - FEMA-1786-DR-LA, Project #0109, with said Memorandum of Understanding 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 10th day of July 2019.

APPROVED:

**GABRIEL BEADLE, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

NEW BUSINESS:

- A. Discussion and action to accept the St. Mary Parish Audit Report for the year ending December 31, 2018.

This item was discussed earlier.

- B. Discussion concerning Fire Protection District No. 3 relative to acquisition of property.
(Mr. Beadle)

Mr. Beadle stated that Fire Protection District No. 3 is located in Amelia, Louisiana and that a concerned citizen questioned the purchase of the property. Through research, it was found that the property was purchased in 2014 for \$470,175.75 and that an appraisal was not done before the purchase. An appraisal was ordered recently to appraise it at the value in 2014 and that value appraised at \$131,900, and the 2019 appraisal was \$179,000.

Mr. Beadle stated that the issue has been turned over the Attorney General's Office for further investigation and that current members on the Fire Protection District No. 3 board were not members when the acquisition of property took place in 2014.

In response to several Councilmen inquiries, Mr. Hanagriff stated that the purpose of purchasing the property was to build a fire training facility, which was never constructed.

Legal Advisor, Eric Duplantis explained that protocol is to send notification to the Legislative Auditor who refers it to the Attorney General's Office.

In response to Rev. Mathews' inquiry, Mr. Beadle stated that the funds were obtained through their General Funds.

In response to Rev. Mathews' inquiry, Mr. Hanagriff stated that the current millage for that district is 10 mills.

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

Lisa C. Morgan, Clerk

Gabriel Beadle, Chairman