

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

JULY 8, 2020
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman Dean S. Adams presiding and the following members present: Rev. Craig A. Mathews, Scott Ramsey, Leslie “Les” Rulf, Jr., Patrick J. Hebert, James W. Bennett, Jr., and Mark A. Duhon. Absent were J Ina, Rodney Olander, Gwendolyn L. Hidalgo, and Kristi Prejeant Rink, M.D. Legal Counsel, Eric Duplantis attended via Zoom.

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

Mr. Hebert moved that the reading of the minutes of the Second Regular Meeting, June 24, 2020, be dispensed with and that the same is approved. Mr. Bennett seconded the motion, which carried.

Mr. Jim Firmin, St. Mary Parish Housing Choice Voucher/Section 8 Program Administrator, Ms. Angela Kraemer and Carolyn Thomas of the St. Mary Parish Housing Office presented the St. Mary Parish five year, 2020–2024, Agency Plan and the FY 2020 Annual Plan and presented information on the Parish’s Housing Choice Voucher Programs services offered.

Mr. Adams requested to move up Item 14D, “Resolution pertaining to the adoption of the Section 8 Housing Choice Voucher Program’s Annual Plan and updated Program Administration Plan for 2020.”

Rev. Mathews moved that the following Resolution be adopted. Mr. Hebert seconded the motion, which carried by the following 7-0-0-4 Roll Call vote:

YEAS: Mathews, Ramsey, Rulf, Hebert, Bennett, Duhon, and Adams

NAYS: None

ABSTAIN: None

ABSENT: Ina, Olander, Hidalgo, and Rink

RESOLUTION

**Resolution Pertaining to the Adoption of the
HUD Section 8 Housing Choice Voucher (HCV) Program
5-Year 2020-2024 Agency Plan
2020 Annual Agency 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 a 5-Year Agency Plan each five year period, and an Annual Agency Plan which is to be prepared each year, and

WHEREAS, in July 2020, 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 2020 – 2024, 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 developed, and the Parish Council adopted an 2020 Annual Agency Plan and an updated Section 8 HCV Program Administrative Plan for 2020, and

WHEREAS, the Section 8 Program 5-Year Agency Plan for the years FY 2020 – 2024 and the 2020 Annual Agency Plan, was open and available for public review from May 21, 2020, and then presented to the public at a Public Hearing on July 8, 2020.

NOW THEREFORE BE IT RESOLVED, that the St. Mary Parish Council meeting in session on July 8, 2020, 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 5-Year Agency Plan for the years FY 2020 – 2024 and the 2020 Annual Agency Plan, 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 8, 2020, 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 2020 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 the 8th day of July 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
T. MARY PARISH COUNCIL**

ATTEST:

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

Parish President, David Hanagriff gave an update on current Covid-19 cases in St. Mary Parish and also reported on upcoming road projects.

President Hanagriff stated that he attended the Water & Sewer Commission No. 3 meeting and reminded the Council that this is the consolidation of Sewer District No. 8, Sewer District No. 5, and Water District No. 5, and expounded that as a result of more efficient operations due to consolidation, the commission was able to lower its millage rates to the taxpayers. He reiterated that this is another example that consolidation saves public dollars without additional service fees.

Chief Administrative Officer, Henry “Bo” LaGrange, presented his report for a two (2) week period ending July 8, 2020.

Item 1 in Mr. LaGrange’s report stated, “Mr. Jeff Duhe, U. S. Census Bureau Louisiana Coordinator, has written to provide an update as of July 7th, 2020 on the response to the 2020 Census in St. Mary Parish. Nationally, there has been a 61.9% self-response rate and in Louisiana the self-response rate is now at 56.1%. St. Mary Parish as a whole has improved its self-response rate from **50.5%** to **51.0%**, ranking St. Mary Parish 41st amongst the 64 parishes. The response rates by municipality have increased since June 24th as follows:

- | | |
|----------------|--------------------|
| a. Morgan City | 54.8% is now 55.0% |
| b. Franklin | 54.2% is now 54.5% |
| c. Patterson | 48.6% is now 49.4% |
| d. Berwick | 59.5% is now 59.6% |
| e. Baldwin | 34.4% is now 36.6% |

Mr. Duhe asks that we continue to remind colleagues, friends, family and constituents that they can easily respond from home through the mail, computer, smart phone or regular voice phone. The following link can monitor how the parish and the municipalities are responding as it is updated every day at 2 PM: <https://2020census.gov/en/resonse-rates.html>. Phone number to respond to the 2020 Census: 844-330-2020, the Internet address to respond to the 2020 Census: My2020census.gov.”

Item 2 in Mr. LaGrange’s report stated, “The Louisiana Property Insurance Association of Louisiana has written to advise that it has completed its evaluation of the Public Fire Protection Classification for Fire District 2 (Centerville area) and has changed the Classification to Class 6 for residential and commercial properties. This new Classification is retrogression from the previous Classification of a Class 5.”

Rev. Mathews informed that a group of community leaders called “End to End” are encouraging citizens to respond to the 2020 Census and that Pastors are including the flyer in their Church bulletins and providing electronics to citizens so that they can fill out their 2020 Census.

Rev. Mathews moved that the Public Hearing Report, June 24, 2020 be approved. Mr. Hebert seconded the motion, which carried.

Mr. Bennett introduced the following ordinance:

ORDINANCE NO.

An Ordinance amending Ordinance Nos. 1090 and 1938, providing for salaries of the Coroner of St. Mary Parish, Deputy Coroner, Full-Time Investigators, and Relief Investigators.

WHEREAS, Ordinance No. 1090, effective March 5, 1990, Section 2 and Ordinance No. 1938, effective November 25, 2012, Section 1, fixed the salaries of certain positions and number and type of positions in the office of the Coroner, St. Mary;

WHEREAS, the Coroner of St. Mary Parish desires to reorganize his office to achieve more efficient and effective services to the citizens of St. Mary Parish.

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

SECTION 1. Amendment of the Ordinance. Section 2 of the Ordinance No. 1090 and Section 1 of the Ordinance No. 1938, are hereby expressly replaced in their entirety with the following, effective June 21, 2020:

The St. Mary Parish Council does hereby fix the salary of the Coroner at the sum of \$42,741.66 per year payable in bi-weekly installments as directed by the Director of Finance for St. Mary Parish; the St. Mary Parish Council designates that one (1) Deputy Coroner shall have a salary fixed at the sum of \$14,603.42 per year payable as aforesaid; that there shall be two (2) full-time Investigators, whose respective salaries shall be \$48,000.00 per year payable as aforesaid; and that there shall be not to exceed three (3) part-time Relief Investigators, who shall be paid based on a rate of \$100.00 per 12-hour shift for shifts not covered by the two full-time investigators, payable as aforesaid. In addition, from time to time, the aforesaid job positions may be changed, added to or eliminated by adoption of an ordinance by the St. Mary Parish Council; and salaries and rates may be increased or decreased by adoption of the annual budget ordinance or amended budget ordinance by the St. Mary Parish Council.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3. This Ordinance shall be in full force and effect immediately upon execution by the Parish President.

This ordinance having been offered and read on this 8th day of July 2020; having been published in accordance with law.

Mr. Bennett moved that the following ordinance be adopted. Mr. Hebert seconded the motion, which carried by the following 7-0-0-4 Roll Call vote:

YEAS: Ramsey, Rulf, Hebert, Bennett, Duhon, Adams, and Mathews

NAYS: None

ABSTAIN: None

ABSENT: Ina, Olander, Hidalgo, and Rink

ORDINANCE NO. 2226

An Ordinance authorizing the President of St. Mary Parish to execute an Amended, Restated, and Extended Independent Contractor Agreement between the Parish of St. Mary, the Atchafalaya Golf Course Commission, and KFGL, L.L.C. relative to providing restaurant and/or food beverage services to customers and guests at the Atchafalaya Golf Course at Idlewild.

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

SECTION I. That the Parish of St. Mary to execute an Amended, Restated, and Extended Independent Contractor Agreement between the Parish of St. Mary, the Atchafalaya Golf Course Commission, and KFGL, L.L.C. relative to providing restaurant and/or food beverage services to customers and guests at the Atchafalaya Golf Course at Idlewild, all in accordance with the basic terms and conditions contained in Exhibit "A" and Exhibit "B", attached hereto.

SECTION II. That David Hanagriff, Parish President is authorized to execute such agreements 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 10th day of June 2020; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 8th day of July 2020; was adopted.

APPROVED:

**DEAN S. ADAMS, 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 July 2020 at the hour of 8:15 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 10th day of July 2020 at the hour 1:41 p.m.

Exhibit "A"

STATE OF LOUISIANA

PARISH OF ST. MARY

**AMENDED, RESTATED AND EXTENDED
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement ("the Agreement") is amended, restated and extended, made effective the ___ day of _____, 2020, by and between the

PARISH OF ST. MARY, St. Mary Parish Government, Courthouse Bldg. 5th Floor, Franklin, LA 70538, acting by and through David Hanagriff, Parish President, duly authorized; the Atchafalaya Golf Course Commission, P. O. Box 1199, Patterson, LA 70392, acting by and through, Rudy C. Sparks, its duly authorized Chairman; hereinafter referred to as ("Owner");

and

KFGL, L.L.C. a Louisiana limited liability company, represented herein and, acting by and through its duly authorized member and agent, Edgar Martien, as reflected on the attached resolution of the members, hereinafter referred to as ("Contractor");

RECITALS

WHEREAS, Owner is the owner and operator of the Atchafalaya Golf Course at Idlewild; and

WHEREAS, Owner is also the owner of the Restaurant and Clubhouse located at Atchafalaya Golf Course at Idlewild; and

WHEREAS, Owner and Contractor entered into an Independent Contractor Agreement ("Contract") dated effective December 10, 2015 for Contractor to provide restaurant and/or food and beverage services to its customers and guests at the Atchafalaya Golf Course at Idlewild; and

WHEREAS, Owner has under this Contract operated the Restaurant and Clubhouse food and beverage services in a professional manner and to the full satisfaction of the Owner; and

WHEREAS, the Contract is now scheduled to expire the 9th day of December, 2022 and Owner and Contractor mutually desire to extend the expiration date to June __, 2026 and update and clarify several of the terms and conditions of the Contract,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Retention of Operator and Grant of Right of Use and Occupancy.

1.1 Owner retains Contractor to provide in Owner's facilities hereafter defined restaurant, food, and beverage services to Owner's customers and guests and Contractor's customers and guests under Contractor's separate management, responsibility, risk, and control, and hereby grants to Contractor a right of use and occupancy for the Term set forth below of the Restaurant and Club House, subject to and on the hereafter described terms and conditions.

1.2 The Food and Beverage Operations shall be conducted in the Restaurant (Dining) Area, Meeting Room Area, Porch Area, Lounge (Bar) Area, Kitchen Area and Loading Area and shall include the food and beverage cart service throughout the golf course hereinafter collectively referred to as the "Clubhouse". The Clubhouse areas are specifically shown on the attached Exhibit "A" and made a part hereof.

1.3 The Operation shall open every day the Owner opens the golf course and/or the clubhouse. Hours of operation shall include all daylight hours, beginning service not later than 7:30 am, and at Owners request, until 10:00 p.m. at least four days per week and after regular operation hours for special functions. It is understood that there may be occasions that the golf course is closed for a variety of reasons but that there is no similar reason for the Clubhouse to be closed, such as weather or maintenance. Contractor agrees that it will operate even on days when the golf course is closed, but there is no reason for the Clubhouse to be closed. The parties further agree to develop, review and revise on an "as needed" basis, a detailed day and time schedule for hours of operation.

1.4 Contractor is granted the right to offer its food and beverage services at the Clubhouse with catering of scheduled golf tournaments and for special and private events, with the understanding that certain special and private events may be subject to room charges or event fees due the Owner, and further provided that under no circumstances will Contractor charge a fee or receive any compensation for the use of the Clubhouse. Revenues paid to Contractor from these special and private events, excluding room charges or event fees due the Owner, shall be included in the gross sales used to calculate the fees paid to Owner. Any and all room charges or event fees collected by Contractor on behalf of Owner shall be remitted in full by Contractor to Owner within five (5) days of Contractor's collection of said room charges or event fees. Owner and Contractor shall meet as necessary to establish and/or revise guidelines and procedures to accommodate each parties needs including but not limited to Contractor obtaining Owner approval of certain private/special events at the Clubhouse in order to ensure that it does not conflict with the food and beverage services required for the users of the golf course and related facilities. Owner reserves the right to lease the facility for golf tournaments and other special events and to allow the sponsor of such event to cater its own food and beverage service, provided such event does not conflict with Contractor's food and beverage operation. In such event, Owner shall retain all proceeds and compensate Contractor for out of pocket expenses. In addition, Owner and Contractor agree that Contractor will not cater off-premises events without the express written consent of the Owner. Notwithstanding, Contractor is authorized as part of its operations and without express written consent of the Owner, to serve "to go" food as well as to deliver orders of lunches or dinners off premises to small groups of less than fifteen (15) persons.

1.5 The restaurant shall operate under the name Atchafalaya Restaurant at Idlewild unless and until a new name is approved by the Owner and Contractor.

2. Term.

2.1 Unless terminated earlier as hereafter provided, the Term of this Agreement shall commence on the effective date hereof and shall continue as hereinafter provided until the ___ day of June, 2026. This agreement shall have an initial term of two (2) years starting on the ___ day of June, 2020, and ending on the ___ day of June, 2022, (referred to as "Initial Term"). At the end of the Initial Term, Contractor shall have the option of renewing the agreement for an additional two (2) years (referred to as "Second Term") ending on the ___ day of June, 2024, by giving Owner written notice of its intent to exercise this option at least ninety (90) days prior to end of the initial term. At the end of the Second Term, Contractor shall have the option of renewing the agreement for an additional two

(2) years (referred to as “Third Term”) ending on the ___ day of June, 2026, by giving Owner written notice of its intent to exercise this option at least ninety (90) days prior to end of the Second Term. Upon the expiration of the term, this Agreement may be continued by mutual agreement of Owner and Contractor.

3. Termination.

3.1 This Agreement shall terminate at the expiration of the Term unless extended by written agreement. This agreement may be terminated at any time during the Term for “cause” by such party’s election and notice. For purposes of this Agreement, the term “cause” shall mean any of the following:

(1) The breach by the other party of its duties and obligations hereunder; and, in each case, the inability and failure of such other party to cure such default specified within thirty (30) days after delivery of written notification thereof (the foregoing notwithstanding, Contractor shall have no right of written notice regarding rent obligations); or

(2) The breach by the other party of any material representation, warranty, or covenant, contained in this Agreement and, in each case, the inability and failure of such other party to cure such default specified within thirty (30) days after delivery of written notification thereof.

4. Representations and Warranties of Owner.

4.1 Owner represents and warrants to Contractor as follows:

(1) Owner has the necessary power and authority to execute this Agreement and to consummate the transaction contemplated hereby.

(2) All warranties & representations made hereunder or pursuant hereto shall survive the Closing.

5. Representations and Warranties of Contractor.

5.1 Contractor represents and warrants to Owner as follows:

(1) Contractor has the necessary power and authority to execute this Agreement, perform the obligations imposed upon it, and consummate the transactions contemplated hereby, and no further corporate action is necessary with respect to contractor to make this agreement a valid and binding obligation.

(2) Contractor is a limited liability company, duly organized under the laws of Louisiana and in good standing.

(3) Contractor has satisfied all obligations and accounting due by it to its former members, Kevin Fromenthal, Gregory Leger, and Pat Williamson, and agrees to indemnify and hold harmless Owner from any claims for losses or damage that could be claimed by them against Owner for any reason, including by not limited to obligations due or purported to have been due to Contractor or them resulting in losses directly or indirectly.

All warranties & representations made hereunder or pursuant hereto shall survive the Closing.

6. Compensation and Reimbursement to Owner.

6.1 In consideration of the mutual benefits to be acquired and obtained by the parties, and in payment for the right of use and occupancy, Contractor agrees that during the Initial Term, Second Term, and Third Term to remit to Owner by the 5th day of the next month following close of the previous month the sum of \$1,000 or three percent (3%) of monthly gross sales if monthly gross sales total less than \$70,000, whichever is greater, four percent (4%) of monthly gross sales if monthly gross sales are greater than \$70,000 but less than \$80,000, or five percent of monthly gross sales if monthly gross sales are greater than \$80,000.

For purposes herein, it is agreed that "Gross Sales" shall mean all revenues (either on-site or off site) from sales resulting from all business as provided by the Contractor under this agreement conducted upon or from the Restaurant for the benefit of the Restaurant and golf course food and beverage operations, whether evidenced by check, cash, credit, charge account, gift cards, gift certificates, exchange, barter or otherwise, and shall include (without limitation) the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages and tangible property of every kind and nature, liquor, and for services performed from or at the Restaurant, whether the Contractor fills the orders from the Restaurant or elsewhere. Contractor shall not sell any cigarettes, cigars or other tobacco related products. Each charge or sale upon credit shall constitute a sale for the full price in the month during which the charge or sale occurs, regardless of the time when the Contractor receives payment (in whole or in part) for the charge or sale. The Term "Gross Sales" shall not include (a) the amount of any sales tax imposed by any governmental authority directly on sales and collected from customers, if the Contractor adds the amount of the tax to the sales price or absorbs the amount of the sales tax in the sales price and the Contractor actually pays the tax to the governmental authority or (b) any and all tips to waitresses and/or busboys passed through or paid directly to said waitress and/or busboy, and (c) any room charges or event fees collected by Contractor on behalf of Owner.

6.2 Contractor shall accompany its monthly payment to Owner with a written report of sales, charges, and fees for the month, on a form to be developed by the parties.

7. Utilities.

7.1 Contractor agrees to pay and shall be responsible for fifty (50%) percent of the herein defined applicable to the "Clubhouse". The utility cost shall be based on the total of all utility bills for the Clubhouse and shall be remitted by Contractor to Owner within 10 days of receipt the monthly invoice provided by Owner to Contractor. Utilities are defined as Electricity, Water, Sewer, Garbage Disposal, Phone Service, Internet Service, Dishwasher Service and Television Service. Additionally, Contractor agrees to be responsible for one hundred (100%) of all costs for its use of Natural Gas or Propane as long as Contractor and its facility is the sole source of use of Natural Gas or Propane upon the premises.

8. Duties and Responsibilities of Contractor.

8.1 Provide and furnish to the reasonable satisfaction of the Owner all labor, material, supplies, food products, equipment, management, and supervision for providing food and beverage operations.

8.2 Effectively and efficiently manage the food and beverage operations within industry and prescribed standards of quality, service and cleanliness to ensure customer satisfaction and profit maximization. In keeping herewith, Contractor shall furnish at all times sufficient, qualified, and competent forces and supervision for the operations contemplated.

8.3 Operate and maintain the Clubhouse areas, including all bathrooms and equipment in a clean, wholesome manner and good condition in compliance with industry and prescribed standards of quality, service and cleanliness. It shall be Contractor's sole responsibility to maintain the kitchen and kitchen equipment located therein to code standards, including the kitchen store room, and the refrigerator-freezers. Contractor agrees to provide janitorial services to maintain the Clubhouse areas, including all bathrooms, and shall complete any emergency repairs necessary, which costs, if paid, shall be subsequently reimbursed by Owner.

8.4 Report immediately any disrepair, damage, or unsafe condition, including any substandard lighting or need for replacement.

8.5 Provide all small-ware (plates, bowls, beverage ware, utensils, preparation utensils, preparation ware, etc.) and commodities (all food and consumable items) and any and all other use item(s) not specifically named as being provided by the Owner.

8.6 Control day-to-day operations by scheduling labor, ordering food and supplies, and developing a good restaurant team.

8.7 Cause all employees of Contractor, while in the Clubhouse, to: (a) wear professional uniforms and dress, (b) present a neat and clean appearance, (c) render competent and courteous

service to Restaurant customers, and avoid insulting, disparaging, or embarrassing remarks to customers and/or golf patrons.

8.8 Ensure OSHA, local health and safety codes, and Company safety and security policies are met.

8.9 Recruit, interview, and hire employees and take such disciplinary action to motivate and maintain customer satisfaction.

8.10 Dismiss and terminate Contractor personnel if Contractor's standards of conduct, a copy of which will become an addendum to this Agreement, are not followed in a satisfactory manner.

8.11 Ensure a safe working and customer experience environment by facilitating safe work behaviors of employees.

8.12 Maintain and satisfy all regulatory requirements for refrigerators and freezers. All restaurant equipment shall be fully operational at all times and repairs made without delay.

8.13 Develop a full dinner menu equal to the industry standard for white tablecloth service which shall include traditional Louisiana cuisine, a reasonably priced lunch, and a premium hamburger that meets the expectations of food quality, giving to the customer what is promised on a consistent basis with prompt and courteous service. Contractor shall provide white tablecloth service not less than every Friday and Saturday evening from 6:00 pm until closing. The menu shall be subject to initial review and approval by the Owner; however, Contractor shall not be entitled to a subsequent modification to the menu without the written consent of the Owner, which consent will not be unreasonably withheld.

8.14 To notify Owner within 12 hours after the occurrence of any event which could have an adverse impact on the Restaurant including (without limitation) the death or serious bodily injury of any employee or customer for any reason or the risk of infection by a contagious disease.

8.15 Within thirty (30) days of execution of this Agreement, to provide the Owner an annual written proforma budget estimating gross revenues, expenses and net revenues for the Initial term and thereafter at the anniversary date of this Agreement.

8.16 At its own expense, obtain all necessary licenses, certificates and permits pertaining to the services and comply with all statutes, ordinances, rules, regulations, and orders of any governmental or quasi-governmental authority having jurisdiction over the services or the performance of it, including, but not limited to those relating to safety, environmental, wage discrimination and equal employment opportunity. Contractor shall promptly correct any violations of such statutes, ordinances, rules, regulations, and orders committed by it, its agents, services, and/or employees and shall receive and respond to, and shall defend, indemnify, and hold harmless Owner from and against any loss, liability, or expense arising from any such violation and/or any citations, assessments, fines, or penalties resulting therefrom.

8.17 Make available on site for Owner's inspection on request a copy of Contractor's occupational license, liquor license, food and safety certificates, employee bar cards, Federal Tax ID# on IRS form W-9, State Tax ID# and shall at Contractor's sole cost and expense procure and provide a copy to the Owner of any and all licenses and permits as required by the Federal Government, State of Louisiana and the Parish of St. Mary.

8.18 To maintain all equipment (including Owner supplied equipment) and to repair all equipment (including Owner supplied equipment) that is out of service at the Contractor's sole cost and expense. All maintenance and repairs shall be completed in a timely manner. Owner shall prepare and provide upon execution a detailed listing of Owner supplied equipment, which list will become an addendum to this Agreement.

8.19. The Contractor shall be responsible for procuring and maintaining a contract for dishwasher service at its sole cost and expense.

8.20. To obtain and provide to the Owner an Irrevocable Letter of Credit in the amount of Twenty-Five Thousand (\$25,000.00) Dollars to be effective on the date of this Agreement and which shall continue in force for a term of one year. During the entire term of this Agreement; however,

and through the time all terms of the Agreement are performed, Contractor shall annually renew the Letter of Credit and provide proof of the same to the Owner. The failure to secure annual renewals of the Letter of Credit shall constitute a default hereunder. This Letter of Credit shall be redeemable by the Owner should Contractor fail to fully satisfy all of the terms and conditions of this Contract and shall be payable upon presentation to the bank together with a statement by Owner listing the specific default(s) of Contractor under the Agreement and the amount of loss resulting from said defaults. The bank shall be entitled to rely solely upon Owner's statement in any payment under the Letter of Credit.

8.21 To assure that no flammable, combustible, explosive, hazardous or toxic fluid, chemical or substance shall be brought into or kept upon the Lease premises, other than normal cleaning fluids or restaurant supplies stored in proper containers and maintained and disposed of in compliance with all applicable environmental laws.

8.22 To assure that all garbage and waste grease shall be placed in durable, easily cleanable, watertight, nonabsorbent, rodent and insect-proof container with tight fitting lids. Contractor shall be responsible, at its sole cost and expense, for the timely and proper storage and removal of its trash and rubbish. In the event Owner has established or should establish a common trash and rubbish removal or disposal program, Contractor shall participate in such program.

9. Owner's Responsibilities.

9.1 To provide the point of sale (POS) system that shall be operated by the Contractor.

9.2 Supply all initial restaurant furniture, kitchen equipment, bar equipment, food and beverage carts and any other equipment necessary to the Operation of the Restaurant, Kitchen, Lounge and Beverage Carts not specifically required to be provided by the Contractor. The upkeep and maintenance of the Owner supplied furniture and equipment shall be the responsibility of the Contractor. As to each piece of furniture or equipment supplied by Owner, if and when Contractor feels that due to age, excessive wear and tear, obsolescence, or major breakdown, Contractor can no longer justify additional expenditures to maintain or repair said piece of furniture or equipment, Contractor shall prepare a written report that shall include the make, model, initial cost, total repairs and costs related thereto along with an estimated replacement cost. This report shall be presented to Owner's management for advance review and then to the Atchafalaya Golf Commission at its monthly meeting held at the Clubhouse at 5:00 pm on the second Tuesday of each month for its consideration. All replacements required of the aforementioned furniture and equipment, not occasioned by the fault or neglect of the Contractor, its customers, patrons, and/or guests shall be of the same brand, make and model (or approved equal) of the aforementioned furniture and equipment and shall be provided at the Owner's total cost. Owner shall prepare and provide upon execution a detailed listing of all furniture, kitchen equipment, bar equipment, food and beverage carts and any other equipment supplied under this Article, which listing will become an addendum to this Agreement.

9.3 Owner shall not be responsible for lost sales due to equipment failure, Acts of God, or any other occurrence beyond the control of the Owner for the clubhouse or the golf course.

10. Review Committee.

10.1 A committee of three (3), comprising one representative of Owner, the Director of Golf and one representative of Contractor, is hereby established to provide communications between the parties regarding review of operations, performance, and discussion of concerns. The committee shall meet on an as-needed basis and under no circumstances less than quarterly on the first Monday following the end of each calendar quarter at 10:00 o'clock a.m. at the office of the Director of Golf during the term and attendance is mandatory. Owner and Contractor shall address and respond to any concerns of the other and take reasonable steps to correct.

11. Books and Records.

11.1 Contractor shall maintain its books and records of operations, and provide upon request of Owner the inspection of same. Contractor agrees to utilize only Owners POS equipment and all gross sales shall be reported and entered into said POS equipment in real time. This POS equipment shall include, as one of its software procedures, a non-resettable grand total.

11.2 On or before the 5th day of each month, Contractor shall submit to Owner a complete gross sales statement in a form prescribed by Owner and such statistical reports in such form as Owner shall reasonably require from time to time, for the previous month immediately ended.

11.3 Contractor shall keep and preserve full and complete records of the Restaurant business for at least three (3) years in a manner and form satisfactory to Owner and shall also deliver such additional financial, operating and other information and reports as Owner may reasonably request on the forms and in the manner prescribed by Owner; provided, however, that lessee shall maintain, at a minimum, those books and records required to be kept by the Internal Revenue Service under the Internal Revenue Code for purposes of its regulation of Contractor's business and make the same books available to Owner.

11.4 The Owner shall have the right to assemble and disseminate to third parties financial and other information regarding the Contractor only to the extent required by law.

12. Covenants of Contractor.

12.1 Contractor covenants and agrees with as follows:

12.2 That it will protect as confidential and will not disclose (other than in connection with Contractor's assigned duties or as Owner may consent in writing) proprietary information. In furtherance of such obligations Contractor will not divulge, copy, reveal, sell, license, or otherwise make available, in whole or in part, any proprietary information to any other person, firm, or corporation, in any fashion whatsoever, nor will it appropriate any such proprietary information for its own use personally or as a partner, agent, shareholder, independent contractor, or an employee of any person, firm, or corporation. For purposes hereof, the term "proprietary information" shall mean all information, whenever developed, concerning Owner, including financial data, writings, computer software, sales policy, customer information, techniques, trade secrets, sources of supplies, know-how, plans or programs or other knowledge that is proprietary or confidential in nature and was or shall be directly or indirectly developed by Owner.

12.3 Upon termination of this Agreement for any reason, Contractor shall immediately return to Owner any materials in its possession relating to the proprietary information. Contractor's obligation to preserve the confidentiality of proprietary information shall survive this Agreement for a period of two (2) years.

12.4 To comply with all applicable, civil and criminal laws, rules, regulations, ordinances, and orders of public authorities; to refrain from performing, directly or indirectly, any act injurious or prejudicial to the good will associated with the Owner's proprietary marks and systems, and to keep full, complete, and accurate books and accounts in accordance with generally acceptable accounting principles.

12.5 To protect its employees and providers and its customers from the corona virus and establish procedure to effect compliance with any legal mandates.

12.6 To establish and maintain during the term of this inspection and safety checks each morning and routinely thereafter to discover unsafe or potentially dangerous conditions and, in such event, to secure and clean the area, take out of service any item in disrepair and report the condition to Owner in the manner agreed upon.

13. Indemnification.

13.1 The Contractor agrees to protect, defend, indemnify, save, and hold harmless the Atchafalaya Golf Course Commission, St. Mary Parish Government, all Parish Departments, Agencies, Boards, Commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expenses, liability and losses arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Owner as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the sole negligence of the Parish of St. Mary, all Parish Departments, Agencies, Boards, Commissions, its Agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any

such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it [claims, etc.] is groundless, false, or fraudulent.

The Owner agrees to protect, defend, indemnify, save, and hold harmless the Contractor, its officers, agents, servants and employees, from and against any and all claims, demands, expenses, liability and losses arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Owner, its agents, servants, and employees, and any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the sole negligence of the Contractor its agents, representatives, and/or employees. Owner agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it [claims, etc.] is groundless, false, or fraudulent.

14. Relationship of Parties.

14.1 Contractor shall at all times act as an independent contractor, and nothing herein shall be deemed to create an employment, partnership, joint venture, or agency relationship between the parties. Contractor shall neither have nor claim any right arising from any such relationship.

15. Assignment.

15.1 Contractor shall not assign this Agreement or any interest in said Agreement or the operation without Owner's prior written consent.

16. Damage to Property and Equipment.

16.1 Contractor assumes all responsibility for the damage to the premises and equipment caused by its operations and is liable for all loss or damage to the leased Equipment, ordinary wear and tear excepted. All Equipment lost or damages beyond repair will be paid for by the Contractor at the market price and all damaged equipment which can be repaired will be repaired and the repairs paid for by Contractor.

17. Cleanup.

17.1 Contractor shall, at its sole expense, keep the Clubhouse areas, including all bathrooms, at all times, free from storage items and waste materials and shall maintain these areas and equipment in a clean and sanitary condition.

18. Inspections.

18.1 Owners shall have the right to enter the Clubhouse areas for the purposes of inspection upon reasonable notice to Contractor. Owner shall have the right to inspect the Clubhouse areas at all reasonable times to ensure that Contractor's operation thereof is in compliance with industry and government standards and policies including the proper care of all equipment. In the event that such inspection reveals any deficiency or unsatisfactory condition with respect to any aspect of the operation, Contractor shall, within 72 hours of receipt of notice of such condition or such other time as Owner in its sole discretion may provide, correct or repair such deficiency or unsatisfactory condition if it is correctable or repairable within such time period, and, if not, shall within such time commence such correction or repair and thereafter diligently pursue same to completion. The preceding sentence notwithstanding, the Contractor shall take immediate action to correct or repair any deficiency or unsatisfactory condition which poses a risk to public health or safety. In the event Contractor fails to comply with the foregoing obligations to correct and repair, Owner, upon 24 hours' notice to Contractor, shall have the right, without being guilty of trespass or tort, to forthwith make or cause to be made such corrections or repairs, and the expense thereof, including board, wages, lodging and transportation of Owner's personnel, if utilized, shall be paid by Contractor upon billing by Owner. The foregoing shall be in addition to any other right or remedies the Owner may have.

19. Insurance.

19.1 Contractor shall, at its own expense, secure and maintain insurance coverage in limits not less than set for on the attached Exhibit B (“Insurance Requirements”). Failure to carry such insurance shall not relieve Contractor of liability as provided for in this agreement, and Owner shall have the right in such event to provide such insurance and to charge the cost thereof to Contractor. Contractor further covenants and agrees that all insurance shall identify the Property of Owner and shall name Owner as an additional insured as its respective interest may appear in said policies of insurance and renewals thereof from time to time during the term of this Agreement. Contractor shall deliver copies of said policies of insurance and/or certificates thereof to Owner.

20. Events of Default.

20.1 Owner may terminate the Agreement upon any of the following events:

- (1) The death or disability of Member Edgar Martien.
- (2) Adverse changes in the economy affecting Owner’s ability to meet its budget targets.
- (3) Should voluntary or involuntary receivership or bankruptcy proceedings be commenced by or against Contractor; which petition is not dismissed within thirty (30) days after the filing, or should Contractor make an assignment for the benefit of creditors, or should Contractor abandon the Property.
- (4) Contractor becomes incapacitated or incapable of carrying out the obligations of Contractor under this Agreement.
- (5) If the Contractor is charged or indicted for fraud or tax evasion, or its employees or agents are charged in a court of law of any crime (a) that involves moral turpitude, constitutes a felony related to the Contractor or its affiliates, or any crime or offense that Owner believes injurious to its operations.
- (6) Contractor breaches or fails to perform his duties, obligations, and responsibilities under this Agreement or engages in any misconduct or acts of fraud upon the Owner and fails to cure the same within the time allowed in this agreement.
- (7) Contractor violates any written policy of the Owner attached hereto or any policy adopted hereafter and necessarily required for the protection of the building or protection of insurance coverage the violation or repeated violation of which would ordinarily result in termination and fails to cure the same within the time allowed in this agreement.
- (8) Failure to perform in a good and professional workmanlike manner and failure to cure within the time allowed in this agreement.
- (9) An intentional misrepresentation by Contractor of a material fact in connection with any financial statement or other document submitted by it to Contractor.
- (10) Any material breach of this agreement or any other agreement pertaining hereto which Contractor is a party to or is bound thereto and failure to cure the same within the time allowed in this agreement.
- (11) Failure to make payment for labor, services, material, equipment, insurance, taxes, or other items or obligations furnished or incurred regarding the services; and failure to cure the same within the time allowed in this agreement, or
- (12) Failure to remedy any other default by Contractor under this Agreement.

20.2 Contractor may terminate the agreement upon the occurrence of any one of the following:

(1) Owner breaches or fails to perform his duties, obligations, and responsibilities under this Agreement or engages in any misconduct or acts of fraud upon the Contractor and fails to cure the same within the time allowed in this agreement.

(2) An intentional misrepresentation by Owner of a material fact in connection with any document submitted by it to Owner.

(3) Any material breach of this agreement or any other agreement pertaining hereto which Owner is a party to or is bound thereto and failure to cure the same within the time allowed in this agreement.

(4) Failure to remedy any other default by Owner under this Agreement.

21. Remedies.

21.1 In the event of default, either party hereto shall be provided written notice describing the nature of the default, and upon failure to cure and/or satisfactorily remedy the default within thirty (30) days, either party, without further notice or demand, may exercise each of the following remedies in addition to those remedies which may otherwise be afforded by law:

(1) Cancel this Agreement immediately and, in the case of the Owner, –take possession of the premises;

(2) In the case of the Owner, demand immediate return of all keys and to vacate the premises; and/or

(3) Exercise any other rights available to it under law, including, at the option of the non-defaulting party, specific performance.

21.2 In the case an attorney is employed to protect the rights of either party or to enforce any obligation herein, the defaulting party agrees to pay the non-defaulting party and shall be taxed reasonable attorney's fees incurred by the non-defaulting party in the enforcement of any obligation herein or the protection of any rights of Owner.

22. Cancellation.

22.1 If, at any time after the effective date hereof, the whole or any part of the leased premises should be destroyed or damaged by fire or other casualties to the extent that Contractor should cease to have use of the premises, Owner is given the option to terminate the Agreement or repair the leased premises and continue this Agreement. If Owner elects to repair the premises, compensation and reimbursement payments shall be abated beginning the next following month until Contractor re-occupies the premises, and Owner shall proceed with due diligence to restore same to the condition as existed before such damage or destruction. Should the premises be unusable for a period agreed to exceed one hundred twenty (120) days, Contractor may cancel and terminate this Agreement, effective from receipt of written notice of Owner.

23. Notices.

All notices and payments required hereunder shall be as follows:

OWNER: Atchafalaya Golf Course Commission
P. O. Box 1199
Patterson, LA 70392

CONTRACTOR: KFGL, LLC
P. O. Box 2751
Morgan City, Louisiana 70381

THUS DONE AND SIGNED this ____ day of _____, 2020 but is effective as of the effective date of said Agreement.

WITNESSES:

OWNER:

ST. MARY PARISH GOVERNMENT

By: _____
David Hanagriff, Parish President

THUS DONE AND SIGNED this ____ day of _____, 2020.

ATCHAFALAYA GOLF COURSE
COMMISSION

By: _____
Rudy C. Sparks, Chairman

THUS DONE AND SIGNED this ____ day of _____, 2020.

CONTRACTOR:

KFGL, LLC

By: _____
Edgar Martien, Member

EXHIBIT B

The Contractor shall provide to the Owner Certificates of Insurance as follows:

General Liability -	\$1,000,000.00
Auto Liability -	\$1,000,000.00
Workers Compensation -	\$1,000,000.00

subject to the following insurance requirements:

Commercial General Liability Insurance with a combined single limit of \$1,000,000.00 per occurrence for bodily injury, personal injury, and property damage.

Business Automobile Liability Insurance with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage and shall indicate on the Certificate of Insurance the following coverage:

- A. Owned Automobiles
- B. Hired Automobiles
- C. Non-owned Automobiles

Worker's Compensation and Employers liability: Worker's Compensation limit of \$1,000,000.00.

The Contractor shall name as additional insured, the Atchafalaya Golf Course Commission, St. Mary Parish Government, all Parish Departments, Agencies, employees, volunteers as respects to liability arising out of activities performed by or on behalf of the Contracting Party; as respects to products and completed operations of the Contracting Party, and premises owned, occupied or used by the Contracting Party. The coverage shall contain no special limitations on the scope of protection afforded to the "additional insured". It is understood that the business auto policy under "Who is insured" Automatically provides liability coverage in favor of the "additional insured". The Contractor shall obtain certificates of insurance and original endorsements effecting coverage required by this Section. The Contractor shall provide copies of certificates and endorsements to the Parish within ten days of receipt by the Contractor. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate holder reserves the right to require complete, certified copies of all required insurance policies, at any time.

The Contractor shall include all Sub-Contractors as insured under its policies or shall furnish separate certificates and endorsements for each Sub-Contractor. All coverage for Sub-Contractors shall be subject to all requirements as stated herein.

On Worker's Compensation and Employers Liability Coverage, the Contractor shall have the insurer agree to waive all rights of subrogation against the Atchafalaya Golf Course Commission, St. Mary Parish Government, their officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the Parish. The Contractor shall provide copies of certificates with waivers to the Parish within ten days of receipt by the Contractor. The Certificates with waivers for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate holder reserves the right to require complete, certified copies of all required insurance policies, at any time.

Thirty (30) days prior notice of cancellation or material change in the policies shall be given to the Parish by registered mail, return receipt requested, on all of the required coverage provided to the Parish.

If at any time, any of the said policies shall be or become unsatisfactory to Parish, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Parish, the Contractor shall promptly obtain a new policy, submit the same to the Parish for approval and submit a certificate thereof as hereinabove provided.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this agreement, at the election of the Parish, may be forthwith declared suspended, discontinued, or terminated. Failure of the Parish to take out and/or to maintain or the taking out of and/or maintenance of required insurance shall not relieve the Contractor from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Rev. Mathews moved that the following Resolutions be adopted. Mr. Rulf seconded the motion, which carried by the following 7-0-0-4 Roll Call vote:

YEAS: Ramsey, Rulf, Hebert, Bennett, Duhon, Adams, and Mathews

NAYS: None

ABSTAIN: None

ABSENT: Olander, Hidalgo, Rink, and Ina

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 1 relative to the Roadway Improvements to Sager Brown and Gordy Roads Project.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and LA Contracting Enterprise, LLC, 1645 St. Patrick Street, Thibodaux, Louisiana 70301, relative to the Roadway Improvements to Sager Brown and Gordy Roads Project, and

WHEREAS, the items as shown on Change Order No. 1 will result in an increase of \$11,758.64 in the contract price.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 1 covering an increase of \$11,758.64 in the contract price for the Roadway Improvements to Sager Brown and Gordy Roads Project.

BE IT FURTHER RESOLVED, that the President of St. Mary Parish, David Hanagriff, be and he is hereby authorized to execute Change Order No. 1 on behalf of the St. Mary Parish Council.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of July 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION OF ACCEPTANCE

A Resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Glenn Lege Construction, LLC relative to the Roadway Improvements to Sager Brown and Gordy Roads Project.

WHEREAS, LA Contracting Enterprise, LLC, 1645 St. Patrick Street, Thibodaux, Louisiana 70301, has substantially completed the Roadway Improvements to Sager Brown and Gordy Roads Project.

NOW THEREFORE, BE IT RESOLVED by the Parish of St. Mary that the President be and he is hereby empowered, authorized and directed to execute a Certificate of Substantial Completion for and on behalf of the Parish of St. Mary accepting the Roadway Improvements to Sager Brown and Gordy Roads Project.

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

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of July 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary to execute a Contract with Rigid Constructors, LLC relative to the 2020 Maintenance Dredging of St. Mary Parish Boat Landings 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 a contract with Rigid Constructors, LLC, 3861 Ambassador Caffery Parkway, Suite 175, Lafayette, Louisiana 70503, relative to the 2020 Maintenance Dredging of St. Mary Parish Boat Landings project, 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 8th day of July 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

OLD BUSINESS:

- A. Referred from the June 24, 2020 Council Meeting: Mr. Ramsey to request an allocation of \$1,500 from Wards 5 & 8 3/10% Sales Tax Fund for the Bayou Vista Streets and Civic Improvement Committee for the monthly salary for a secretary.

Mr. Ramsey requested to withdraw this item.

NEW BUSINESS:

- A. We received the following financial statements:

St. Mary Parish Communications District – year ended December 31, 2019
Fire Protection District No. 1 – year ended December 31, 2019
Fire Protection District No. 3 – year ended September 30, 2019
Gravity Sub-Drainage District No. 1 of Gravity Drainage District No. 2 – year ended September 30, 2019
Hospital Service District No. 2 – year ended December 31, 2019
St. Mary Parish Library – year ended December 31, 2019
Mosquito Control District No. 1 – year ended December 31, 2019
Recreation District No. 1 – year ended September 30, 2019
Recreation District No. 3 – year ended September 30, 2019
St. Mary Parish Wards 5 and 8 Joint Sewer Commission – year ended September 30, 2019
St. Mary Parish Water and Sewer Commission No. 3 – year ended September 30, 2019
St. Mary Parish Water and Sewer Commission No. 5 – year ended September 30, 2019

- B. Appointments to the following Boards and Commissions:

Elizabeth B. Davis Memorial Park Advisory Committee (Four Corners) – 4 vacancies

Leroy Hawkins, Jr.

Rev. Mathews moved to appoint Leroy Hawkins, Jr. to Elizabeth B. Davis Memorial Park Advisory Committee. Mr. Ramsey seconded the motion, which carried.

Rev. Mathews informed Council Clerk, Lisa C. Morgan that Ricky Armelin resigned from Recreation District No. 5.

- C. James L. Moffett, III, Manager, Government and Regulatory Affairs has written – Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our channel lineup. We're in discussions to renew agreements with the following programmers and broadcasters: NFL Network and NFL RedZone.

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

- D. Motion providing consent and approval of a resolution adopted by Consolidated Gravity Drainage District No. 2A establishing the dates, times, and place of future meetings of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana (the "District"); naming a fiscal agent bank and establishing accounts for the District; providing for the 16th Judicial District, District Attorney's Office, to serve as counsel to the District and to advise the District with respect to legal matters; naming the official journal of

the District; creating the official seal for the District; and providing for other matters in connection therewith.

In response to Mr. Bennett's inquiry, Mr. LaGrange stated that the 16th Judicial District, District Attorney's Office will serve as the legal advisor and has assigned Eric Duplantis as the representative for Consolidated Gravity Drainage District No. 2A Board of Commissioners.

Mr. Hebert moved to approve the resolution adopted by Consolidated Gravity Drainage District No. 2A establishing the dates, times, and place of future meetings of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana (the "District"); naming a fiscal agent bank and establishing accounts for the District; providing for the 16th Judicial District, District Attorney's Office, to serve as counsel to the District and to advise the District with respect to legal matters; naming the official journal of the District; creating the official seal for the District; and providing for other matters in connection therewith. Rev. Mathews seconded the motion, which carried.

There being no further business, Rev. Mathews moved for adjournment. Mr. Rulf seconded the motion, which carried.

Lisa C. Morgan, Clerk

Dean S. Adams, Chairman