

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

AUGUST 14, 2019
FRANKLIN, LOUISIANA

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

The Invocation was pronounced by Pastor Mark Gowan and the Pledge of Allegiance was led by Mr. Voisin.

Mr. Naquin moved that the reading of the minutes of the Second Regular Meeting, July 24, 2019, be dispensed with and that the same be approved. Mr. Fryou seconded the motion, which carried.

Mr. Todd Pellerin, 132 Clausen Road North, Franklin, Louisiana appeared before the Council to announce his candidacy for St. Mary Parish Sheriff.

Mr. Willie Peters 246 Gumpoint Lane, Franklin, Louisiana appeared before the Council to express concern with the width of Gumpoint Lane and St. Joseph Lane.

Several Councilmen informed that in order to speak at a meeting on matters unrelated to the meeting agenda, an ordinance requires that you be placed on the agenda as a guest in accordance with the Council's Agenda Policy.

In response to several Councilmen's inquiry, Mr. Peters stated that the Concerned Citizens meeting will be held on August 27, 2019 at the old St. Joseph Missionary Baptist Church.

Parish President, David Hanagriff reported that InterMoor Global signed an agreement to remain at the Port of Morgan City.

Mr. Hanagriff also informed that he attended a luncheon where State Treasurer, John Schroeder discussed the state budget and the unclaimed property process.

Mr. Hanagriff further informed that the AG Office will hold a Public Hearing on September 4, 2019 at the Emergency Operation Center (EOC) in Morgan City, Louisiana to discuss the transition of Ochsner and Teche Regional Hospital.

Mr. Hanagriff also informed that St. Mary Levee District will host a meeting on August 21, 2019 at the Baldwin Community Center to discuss flood and drainage concerns with residents.

Mr. Hanagriff further informed that St. Mary Parish will host the Police Jury Association of Louisiana Region 3 meeting on August 15, 2019 at 6:00 p.m. at the Petroleum Club in Morgan City, Louisiana.

Mr. Naquin informed that the Senior Luncheon will not be held this month due to the annual Tri Parish event that will be held on August 26, 2019 at Cypress Bayou Casino.

Rev. Mathews informed that Iberia Parish President, Larry Richard would like to meet with Mr. Hanagriff, Mr. LaGrange, Mr. Naquin, and Rev. Mathews to discuss including Iberia Parish in the reconstruction of St. Peter Street, since a portion of it is located in Iberia Parish.

Chief Administrative Officer, Henry "Bo" LaGrange, presented his report for a two (2) week period ending August 14, 2019.

Item 1 in Mr. LaGrange's report stated, "It has been discovered that subsequent to the issuance of the Parish's 2018 audit, a Federal Community Development Block Grant was not included in our financial statements. Revenues and expenditures of approximately \$700,000 each were not included. As a result, the financial statements in our 2018 audit report are not to be relied upon. The 2018 audit will be reissued in the near future and we will provide the new report as soon as it is available."

Item 7 in Mr. LaGrange's report stated, "The La. DOTD has written to transmit information regarding the Federal Off-System Highway Bridge Program. The program has been approved for the next two years in the amount of \$26 million with 80% provided by the Federal Government and 20% provided by state funds. St. Mary Parish's allocation to be spent on bridge replacement construction costs and design fees is \$2,203,339." Mr. LaGrange explained how funds are disbursed to Parish bridges.

In response to Mr. Beadle's inquiry regarding Bayou Vista Road Project complaints, Mr. LaGrange explained that the project's final inspection needs to be complete and that limestone is used on the road right-of-way to protect the shoulder.

In response to Mr. Ina's inquiry regarding paving the driveway for the National Guard Armory Building, Mr. LaGrange stated it should be included in next year's budget.

Mr. Voisin moved that the Public Hearing Report, July 24, 2019 be approved. Mr. Singleton seconded the motion, which carried.

Mr. Ina moved that the following Ordinance be adopted. Mr. Voisin seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2194

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; and having been heard in a public hearing at Franklin, Louisiana on the 14th day of August 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 20th day of August 2019, at the hour of 4:20 p.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 21st day of August 2019, at the hour of 9:45 a.m.

Mr. Ina stated that after careful consideration of introducing the ordinance to change the meeting day from the second and fourth Wednesdays to the first and third Thursday, as the Principle of Franklin Junior High School, he cannot support the ordinance due to athletic school functions.

Mr. Hidalgo stated that he understands that school functions are important but this would give more citizens the opportunity to attend Parish Council meetings.

Mr. Naquin stated that the decision to change the meeting days should be made by the new Council when they take office in January 2020.

Several Councilmen stated that the request was made by the current Council and feels that the decision should be made before the new Council takes place.

Mr. Beadle stated that the change to the meeting day would allow more inclusion of the ministerial alliance. He further explained that changing the meeting to Thursday nights would only affect one (1) parish board.

Mr. Hebert questioned why the Council did not consider changing the meeting day four years ago. He reported that he spoke with several principles who informed him that most school functions are held on Thursday nights.

Mr. Hidalgo moved that Item 13B “FOR ADOPTION – An Ordinance amending Ordinance No. 1161 establishing the Regular Meeting Dates, Times, and Place of the St. Mary Parish Council to reflect the change of days from the second and fourth Wednesdays to the first and third Thursdays” be adopted. Mr. Voisin seconded the motion, which failed by the following 4-7-0-0 Roll Call vote:

YEAS: Messrs. Hidalgo, Voisin, Beadle, and Rev. Mathews

NAYS: Messrs. Ina, Rogers, Singleton, Hebert, Bennett, Fryou, and Naquin

ABSTAIN: None

ABSENT: None

Mr. Hidalgo requested to withdraw Item 13C, “FOR ADOPTION - An Ordinance amending Ordinance No. 2159 Section 3 to reflect the change in date and times of the Regular Council Meetings” due to the fact that this ordinance correlates with the above failed ordinance.

Mr. Voisin moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in His Infinite mercy and goodness has seen fit to remove from our midst, Mr. Jack Anthony Pratt, and

WHEREAS, Mr. Pratt was a local resident of Morgan, City, Community Volunteer, Activist, Local Jail Minister, Radio Host, and Assistant Pastor of “Living in the Light Ministries”, and

WHEREAS, Mr. Pratt also was the founder of the “Helping Hearts Foundation”, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Mr. Jack Anthony Pratt, and

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

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

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

Mr. Singleton moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in His Infinite mercy and goodness has seen fit to remove from our midst, Mr. Anthony Boudreaux, Jr., and

WHEREAS, Mr. Boudreaux served in the United States Air Force for two years at Barksdale Air Force Base in Shreveport as a Meteorologist, and

WHEREAS, Mr. Boudreaux returned home in 1963 to farm sugarcane and was very active in organizations connected with farming, and

WHEREAS, Mr. Boudreaux was also a founding member of the St. Mary Parish Wax Lake East Drainage District Board, and

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

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

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

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

Mr. Voisin moved that the following Resolutions be adopted. Mr. Singleton seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

PROCLAMATION

WHEREAS, throughout our history, older people have achieved much for our families, our communities, and our country, and

WHEREAS, this remains true today and gives us ample reason this year to reserve a special day in honor of the senior citizens who mean so much to our community, and

NOW, THEREFORE BE IT RESOLVED, that the Parish President and St. Mary Parish Council, hereby proclaim Wednesday, August 21, 2019, as:

“National Senior Citizens Day”

and call the citizens to observe this day with appropriate ceremonies and activities.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

**DAVID HANAGRIFF
PARISH PRESIDENT**

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

ATTEST:

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

RESOLUTION

A resolution approving the holding of an election in Recreation District No. 4 of the Parish of St. Mary, State of Louisiana, on Saturday, November 16, 2019, to authorize the renewal of a special tax therein.

WHEREAS, the Board of Commissioners of Recreation District No. 4 of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as the governing authority of Recreation District No. 4 of the Parish of St. Mary, State of Louisiana (the "District"), adopted a resolution on July 17, 2019, calling a special election in the District on Saturday, November 16, 2019, to authorize the renewal of a special tax therein; and

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

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

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

SECTION 1. In compliance with the provisions of Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, and in accordance with the request of the Board of Commissioners of Recreation District No. 4 of the Parish of St. Mary, State of Louisiana, this Parish Council hereby approves the holding of an election in the District, on Saturday, November 16, 2019, at which election there will be submitted the following proposition, to-wit:

**PROPOSITION
(TAX RENEWAL)**

Shall Recreation District No. 4 of the Parish of St. Mary, State of Louisiana (the "District"), levy a tax of two and twenty-four hundredths (2.24) mills (an estimated \$126,750 reasonably expected at this time to be collected from the levy of the tax for an entire year) on all the property subject to taxation in the District for a period of ten (10) years, beginning with the year 2020 and ending with the year 2029, for the purpose of maintaining, operating and improving recreational facilities in the District?

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

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution approving the holding of an election in Recreation District No. 5 of the Parish of St. Mary, State of Louisiana, on Saturday, November 16, 2019, to authorize the levy of a special tax therein.

WHEREAS, the Board of Commissioners of Recreation District No. 5 of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as the governing authority of Recreation District No. 5 of the Parish of St. Mary, State of Louisiana (the "District"), adopted a

resolution on August 5, 2019, calling a special election in the District on Saturday, November 16, 2019, to authorize the levy of a special tax therein; and

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

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

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

SECTION 1. In compliance with the provisions of Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, and in accordance with the request of the Board of Commissioners of Recreation District No. 5 of the Parish of St. Mary, State of Louisiana, this Parish Council hereby approves the holding of an election in the District, on Saturday, November 16, 2019, at which election there will be submitted the following proposition, to-wit:

**PROPOSITION
(MILLAGE RENEWAL)**

Shall Recreation District No. 5 of the Parish of St. Mary, State of Louisiana (the "District"), be authorized to continue to levy a seven and one-half (7-1/2) mills tax on all the property subject to taxation in the District (an estimated \$340,000 reasonably expected at this time to be collected from the levy of the tax for an entire year), for a period of ten (10) years, beginning with the year 2020 and ending with the year 2029, for the purpose of maintaining, operating and improving recreational facilities in the District?

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

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 1 relative to the 2018 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton, and Cypremort Point Communities.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Glenn Lege Construction, Inc., 1339 Fortune Road, Youngsville, Louisiana 70592, relative to the 2018 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton, and Cypremort Point Communities, and

WHEREAS, the items as shown on Change Order No. 1 will result in a decrease of \$57,562.68 in the contract price and an increase of twelve (12) working days in the contract time.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 1 covering a decrease of \$57,562.68 in the contract price and an increase of twelve (12) working days in the contract time for the 2018 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton & Cypremort Point Communities.

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 14th day of August 2019.

APPROVED:

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

ATTEST:

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

In response to Mr. Rogers' inquiry, Mr. LaGrange stated that the net change order will decrease due to streets not requiring the installation of lime treatment.

RESOLUTION

A Resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a Contract by and between the Division of Administration and the St. Mary Parish Government relative to Community Water Enrichment Fund File #1819-CWEF-SMY-0001 –Filter Renovation, Valve Replacement, and Pressure Tank Rehabilitation at St. Mary Parish Water and Sewer Commission No. 5.

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 by and between the Division of Administration and the St. Mary Parish Government relative to Community Water Enrichment Fund File #1819-CWEF-SMY-0001 Filter Renovation, Valve Replacement, and Pressure Tank Rehabilitation at St. Mary Parish Water and Sewer Commission No. 5, with said Contract to contain such terms, conditions, and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

**GABRIEL BEADLE, 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 Parish to execute an Engineering Services Agreement with Miller Engineers & Associates, Inc. relative to the Prairie Road North Improvement Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Engineering Services Agreement with Miller Engineers & Associates, Inc. relative to the Prairie Road North Improvement Project, with said amendment 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 14th day of August 2019.

APPROVED:

**GABRIEL BEADLE, 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 Parish to execute an Engineering Services Agreement with Miller Engineers & Associates, Inc. relative to the Chatsworth/Columbia/Caffery Subdivision Areas Improvement Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Engineering Services Agreement with Miller Engineers & Associates, Inc. relative to the Chatsworth/Columbia/Caffery Subdivision Areas Improvement Project, with said amendment 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 14th day of August 2019.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution relative to Hancock Whitney Bank Funds Transfer Services Agreement for St. Mary Parish Government.

BE IT RESOLVED, that the St. Mary Parish Council, in regular session assembled that Henry C. LaGrange and Paul J. Governale is hereby authorized to execute Transfer Services Agreement Resolution therein on behalf of the St. Mary Parish Government.

NOW, THEREFORE BE IT RESOLVED that **Hancock Whitney Bank** is hereby instructed to so honor Transfer Services Agreement Resolution therein bearing the two signatures of Henry C. LaGrange and Paul J. Governale.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution relative to Treasury Services Authorization Resolution for St. Mary Parish Government.

BE IT RESOLVED, that the St. Mary Parish Council, in regular session assembled that Henry C. LaGrange and Paul J. Governale is hereby authorized to execute Treasury Services Authorization Resolution therein on behalf of the St. Mary Parish Government

NOW, THEREFORE BE IT RESOLVED that **Hancock Whitney Bank** is hereby instructed to so honor Treasury Services Authorization Resolution therein bearing the two signatures of Henry C. LaGrange and Paul J. Governale.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution relative to Hancock Whitney Visa Business Charge Card Authorization Resolution for St. Mary Parish Government.

BE IT RESOLVED, that the St. Mary Parish Council, in regular session assembled that Henry C. LaGrange and Paul J. Governale is hereby authorized to execute Visa Business Charge Card Authorization Resolution therein on behalf of the St. Mary Parish Government

NOW, THEREFORE BE IT RESOLVED that **Hancock Whitney Bank** is hereby instructed to so honor Visa Business Charge Card Authorization Resolution therein bearing the two signatures of Henry C. LaGrange and Paul J. Governale.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

In response to Mr. Hidalgo's inquiry, Mr. LaGrange explained that the accounts are being changed from Capital One Bank to Hancock Whitney Bank.

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a Cooperative Endeavor Agreement with the Department of the Treasury, State of Louisiana relative to the Brittany 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 Cooperative Endeavor Agreement with the Department of Treasury, State of Louisiana relative to grant funds for Brittany Project, with said Agreement to contain such terms, conditions, and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 2 relative to the Reconstruction of Flattown Road from Chitimacha Trail to Ralph Darden Memorial Parkway.

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 Reconstruction of Flattown Road from Chitimacha Trail to Ralph Darden Memorial Parkway, and

WHEREAS, the items as shown on Change Order No. 2 will result in an increase of \$15,373.58 in the contract price.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 2 covering an increase of \$15,373.58 in the contract price for the Reconstruction of Flattown Road from Chitimacha Trail to Ralph Darden Memorial Parkway.

BE IT FURTHER RESOLVED, that the President of St. Mary Parish, David Hanagriff, be and he is hereby authorized to execute Change Order No. 2 on behalf of the St. Mary Parish Council.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

**GABRIEL BEADLE, 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 LA Contracting Enterprise, LLC relative to the Reconstruction of Flattown Road from Chitimacha Trail to Ralph Darden Memorial Parkway.

WHEREAS, LA Contracting Enterprise, LLC, 1645 St. Patrick Street, Thibodaux, Louisiana 70301, has substantially completed the Reconstruction of Flattown Road from Chitimacha Trail to Ralph Darden Memorial Parkway.

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 Reconstruction of Flattown Road from Chitimacha Trail to Ralph Darden Memorial Parkway.

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 14th day of August 2019.

APPROVED:

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

ATTEST:

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

In response to Rev. Mathews' inquiry, Mr. LaGrange expounded on the installation requirements for culverts and catch basins and stated that the drainage issue on Flattown Road has been resolved.

RESOLUTION

A resolution authorizing David Hanagriff, the President to execute Task Order No. 3 to with Aptim relative to the Harry P. Williams Memorial Airport Pump Station Trash Screen and Fuel Tank Removal 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 Task Order No. 3 with Aptim, 4171 Essen Lane, Baton Rouge, LA 70809 relative the Harry P. Williams Memorial Airport Pump Station Trash Screen and Fuel Tank Removal Project, with said Contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

Jason Akers, Foley & Judell L.L.P. asked to amend Item 14F to include the Cooperative Endeavor grant amounts for each jurisdiction.

Mr. LaGrange informed that the \$10,000,000 bond that was approved will allocate \$225,000 to the Town of Baldwin, \$450,000 to the Town of Berwick, \$700,000 to the City of Franklin, \$1,075,000 to the City of Morgan City, and \$550,000 to the City of Patterson. He explained that the formula is based on the total population of the five municipalities and then prorated for each one.

Mr. Hanagriff expounded on going from 75/25 percent last year to 70/30 allocation this year with the consideration that they would be granted more.

In response to Rev. Mathews' inquiry regarding the 30 percent allocation to municipalities, Mr. LaGrange stated that the municipalities do not pay back any of the bond funds.

Mr. Akers explained that bonds are secured and paid out of the general alimony tax that includes incorporated and unincorporated areas.

In response to Mr. Ina's inquiry, Mr. LaGrange stated that the Verdunville/Centerville Roads Project and the Garden City/Irish Bend Roads Project are complete.

Mr. Voisin moved to vote to amend the Resolution relative to the Cooperative Endeavor agreements to include grant amounts of \$225,000 to the Town of Baldwin, \$450,000 to the Town of Berwick, \$700,000 to the City of Franklin, \$1,075,000 to the City of Morgan City, and \$550,000 to the City of Patterson. Rev. Mathews seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

Mr. Rogers moved that the following Resolution with amendments be adopted. Mr. Hebert seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION

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

WHEREAS, the Parish of St. Mary, State of Louisiana (the "Parish") has sold and, on September 4, 2019, will deliver its Limited Tax Revenue Bonds (the "Bonds") the proceeds of which, after paying costs of issuance thereof, will be used solely for the purpose of paying costs of improving roads, streets, and bridges within the Parish, including drainage and other improvements associated therewith; and

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

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

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

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

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

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

The Parish further covenants that it will allocate not less than \$225,000 in Bond proceeds to undertake a road improvement project within the incorporated boundaries of the Town of Baldwin, State of Louisiana.

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

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

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

SECTION 6. This Resolution shall be effective immediately.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 14th day of August 2019.

APPROVED:

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

ATTEST:

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

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated and effective as of September 4, 2019, is by and between:

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

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

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Mary, State of Louisiana, on July 24, 2019 (the "Ordinance"), the Parish has issued Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2019 (the "Bonds"), for the purpose of paying costs of improving roads, streets, and bridges within the Parish, including drainage and other improvements associated therewith; and

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

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

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

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

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

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

Expenditure of Grant Proceeds. The Town covenants that it will proceed with due diligence to expend the proceeds of the Grant for the Town Project not later than March 1, 2021. The Town shall notify the Parish in writing no later than December 1, 2020, if it does not expect to expend all Grant proceeds by March 1, 2021. Such notification shall include the amount of and the Town's plan to expend all of the remaining Grant proceeds.

Reporting to Parish. On March 1, 2021, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the Town shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the Town shall provide, upon request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

No Disposition. The Town shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to June 1, 2039, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

**TOWN OF BERWICK,
STATE OF LOUISIANA**

By: _____
Duval H. Arthur, Jr., Mayor

ATTEST:

By: _____
Newell Slaughter, Clerk

(SEAL)

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

By: _____
David Hanagriff, President

ATTEST:

By: _____
Lisa Morgan, Clerk of the Council

(SEAL)

[Remainder of page intentionally left blank.]

EXHIBIT B

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated and effective as of September 4, 2019, is by and between:

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

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

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Mary, State of Louisiana, on July 24, 2019 (the "Ordinance"), the Parish has issued Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2019 (the "Bonds"), for the purpose of paying costs of improving roads, streets, and bridges within the Parish, including drainage and other improvements associated therewith; and

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

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

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

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

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

Grant of Bond Proceeds. The Parish hereby grants \$700,000 from the proceeds of the Bonds to the City (the "Grant"), said proceeds to be used solely and exclusively for the City Project.

Expenditure of Grant Proceeds. The City covenants that it will proceed with due diligence to expend the proceeds of the Grant for the City Project not later than March 1, 2021. The City shall notify the Parish in writing no later than December 1, 2020, if it does not expect to expend all Grant proceeds by March 1, 2021. Such notification shall include the amount of and the City's plan to expend all of the remaining Grant proceeds.

Reporting to Parish. On March 1, 2021, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the City shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the City shall provide, upon request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

No Disposition. The City shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to June 1, 2039, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

**CITY OF FRANKLIN,
STATE OF LOUISIANA**

By: _____
Eugene P. Foulcard, Mayor

ATTEST:

By: _____
Karen LeBlanc, Clerk

(SEAL)

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

By: _____
David Hanagriff, President

ATTEST:

By: _____
Lisa Morgan, Clerk of the Council

(SEAL)

[Remainder of page intentionally left blank.]

EXHIBIT C

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated and effective as of September 4, 2019, is by and between:

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

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

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Mary, State of Louisiana, on July 24, 2019 (the "Ordinance"), the Parish has issued Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2019 (the "Bonds"), for the purpose of paying costs of improving roads, streets, and bridges within the Parish, including drainage and other improvements associated therewith; and

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

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

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

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

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

Grant of Bond Proceeds. The Parish hereby grants \$1,075,000 from the proceeds of the Bonds to the City (the "Grant"), said proceeds to be used solely and exclusively for the City Project.

Expenditure of Grant Proceeds. The City covenants that it will proceed with due diligence to expend the proceeds of the Grant for the City Project not later than March 1, 2021. The City shall notify the Parish in writing no later than December 1, 2020, if it does not expect to expend all Grant proceeds by March 1, 2021. Such notification shall include the amount of and the City's plan to expend all of the remaining Grant proceeds.

Reporting to Parish. On March 1, 2021, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the City shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the City shall provide, upon request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

No Disposition. The City shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to June 1, 2039, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

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

By: _____
Frank P. Grizzaffi, III, Mayor

ATTEST:

By: _____
Debbie Harrington, Clerk

(SEAL)

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

By: _____
David Hanagriff, President

ATTEST:

By: _____
Lisa Morgan, Clerk of the Council

(SEAL)

[Remainder of page intentionally left blank.]

EXHIBIT D

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the "Agreement"), which shall be dated and effective as of September 4, 2019, is by and between:

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

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

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, pursuant to an ordinance adopted by the Parish Council of the Parish of St. Mary, State of Louisiana, on July 24, 2019 (the "Ordinance"), the Parish has issued Ten Million Dollars (\$10,000,000) of Limited Tax Revenue Bonds, Series 2019 (the "Bonds"), for the purpose of paying costs of improving roads, streets, and bridges within the Parish, including drainage and other improvements associated therewith; and

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

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

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

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

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

Grant of Bond Proceeds. The Parish hereby grants \$550,000 from the proceeds of the Bonds to the City (the "Grant"), said proceeds to be used solely and exclusively for the City Project.

Expenditure of Grant Proceeds. The City covenants that it will proceed with due diligence to expend the proceeds of the Grant for the City Project not later than March 1, 2021. The City shall notify the Parish in writing no later than December 1, 2020, if it does not expect to expend all Grant proceeds by March 1, 2021. Such notification shall include the amount of and the City's plan to expend all of the remaining Grant proceeds.

Reporting to Parish. On March 1, 2021, or upon the expenditure of all of the Grant proceeds, whichever occurs first, the City shall provide a report to the Parish detailing the expenditure of the Grant proceeds, including the purposes for which said expenditures were made and the recipients thereof. Additionally, the City shall provide, upon request, any additional information which the Parish may determine is necessary to assist the Parish in complying with any certificate or covenant with respect to the Bonds.

No Disposition. The City shall not sell, transfer, or otherwise dispose of any of the facilities financed with the Grant proceeds prior to June 1, 2039, except such minor parts or portions thereof as may be disposed of due to normal wear and tear and obsolescence.

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally left blank.]

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

**CITY OF PATTERSON,
STATE OF LOUISIANA**

By: _____
Rodney Grogan, Mayor

ATTEST:

By: _____ (SEAL)
Angela Boyles, Clerk

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

By: _____
David Hanagriff, President

ATTEST:

By: _____ (SEAL)
Lisa Morgan, Clerk of the Council

OLD BUSINESS:

- A. Referred from the July 24, 2019 Regular Meeting - Appointment to the following Boards and Commissions:

Recreation District No. 3 (Bayou Vista area) – 1 Vacancy

Bayleigh Barbier

Mr. Hidalgo moved to appoint Bayleigh Barbier to Recreation District No. 3. Mr. Singleton seconded the motion, which carried.

Recreation District No. 4 (Patterson area) – 1 Vacancy

LaGenia Darnell Bradford

Mr. Singleton moved to appoint LaGenia Darnell Bradford to Recreation District No. 4. Mr. Hidalgo seconded the motion, which carried.

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

Erna Burney

Wendy B. Landry

Ricky Armelin

Rev. Mathews moved to appoint Ricky Armelin to Recreation District No. 5. Mr. Ina seconded the motion, which carried.

**Wax Lake East Drainage District (Berwick, Bayou Vista, Patterson, and Calumet) –
1 Vacancy**

William Hidalgo, Jr. – Present Member

Troy Dupuy

Mr. Singleton moved to reappoint William Hidalgo, Jr. to Wax Lake East Drainage District. Mr. Hidalgo seconded the motion, which carried.

16 – NEW BUSINESS:

- A. Jeremy Chesteen has written to resign from his position on the St. Mary Parish Charter Advisory Committee effective August 5, 2019, in order to pursue his political ambitions.

Mr. Chesteen will be sent a letter thanking him for his service on the St. Mary Parish Charter Advisory Committee and the vacancy will be advertised.

- B. Jolene Holcombe, St. Mary Parish Registrar of Voters writes that under the provisions of R.S. 18:532B, provides that the governing authority of each parish shall establish precincts, define the territorial limits for which each precinct is established, prescribe their boundaries, and designate the precincts. It is with this in mind that each year the Registrar of Voters works with the Secretary of State's Office to conduct a canvass of the voter registration rolls to verify residential addresses of all voters as required by law. This process allows the registrar to update the voter registration rolls so the active and inactive registered voters in each precinct within the parish can be identified. This letter is to notify you there are three precincts in our parish that have less than 300 voters.

The law provides for the parish governing authority to take action within 60 days after receipt of this letter. Such action may include (1) merging precincts, thereby eliminating a precinct; (2) consolidating polling places; (3) applying for an exemption.

Mrs. Morgan stated that as in the past, the Parish will apply for all exemptions.

- C. Mr. Rogers to request an allocation of \$10,000.00 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to the City of Franklin for Caffery Park Improvements.

Mr. Rogers moved that funds in the amount of \$10,000 be allocated from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to the City of Franklin for Caffery Park Improvements. Mr. Voisin seconded the motion, which carried.

- D. Rev. Mathews to request an allocation of \$1,500 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Recreation District No. 5 (Community Programs Fund) to support community recreation activities for Senior Citizens and families.

Rev. Mathews moved that funds in the amount of \$1,500 be allocated from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund from District No. 1 portion to Recreation District No. 5 (Community Programs Fund) to support community recreation activities for Senior Citizens and families. Mr. Rogers seconded the motion, which carried.

- E. Lydia Cancer Association has submitted their Pre-Application requesting funds of \$10,000 to provide limited financial assistance to Cancer Patients in Iberia, Vermilion, St. Mary, and St. Martin Parishes.

Mr. Voisin moved to refer the request to the St. Mary Parish Finance Committee. Mr. Singleton seconded the motion, which carried.

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