

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

FEBRUARY 22, 2017
FRANKLIN, LOUISIANA

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

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

Mr. Voisin moved that the reading of the minutes of the First Regular Meeting, February 8, 2017, be dispensed with and that the same be approved. Mr. Singleton seconded the motion, which carried.

Mr. Lloyd Harris, 128 Highway 3215, Garden City, appeared before the Council in favor of the Development of the Garden City Apartments. Mr. Harris received Preliminary Development Approval from the Planning & Zoning Commission on January 23, 2017.

Per an inquiry by Rev. Mathews, Mr. Eric Duplantis, Attorney explained that the motion to table was to a day uncertain and explained there is no scheduled time to bring back the Preliminary Approval for the Garden City Apartments.

Rev. Mathews stated that his concern is that the Council made a motion to table the Preliminary Approval process that the Planning & Zoning Commission had approved.

Mr. LaGrange explained that the Planning & Zoning's action is a recommendation to the Parish Council.

Mr. Ina questioned the statistics on how many times the Planning & Zoning Commission has made recommendations to the Council and the Council has gone against the recommendation of the Planning & Zoning Commission.

Mr. LaGrange stated that the Planning & Zoning Department could research that information.

Mr. Harris referred to the Unified Development Code (UDC) in reference to Rezoning.

Mr. LaGrange stated that there is a provision that provides that the Council can rezone property on its own accord and stated that Mr. Mouton did research the ordinance to advise of that provision.

Rev. Mathews stated that a letter was received from Mr. Louis S. Quinn, Jr., Fishman Haygood LLP on behalf of James J. Bailey, III and family stating their opposition to any rezoning of the Bailey family property.

Mr. Rogers stated that the district is not in favor of the development of the Garden City Apartments and is nothing personal against Mr. Harris.

Mr. Ina stated that it was an insinuation and that he is only asking for statistics.

Mr. Harris questioned whether the issues or with the project or whether the issues are personal and stated that he has an investment of \$320,000.00 in the property.

Mr. Naquin stated that there were seven (7) votes in favor of tabling the request for Preliminary Development Approval and that an ordinance was introduced to rezone the property to

Agricultural and another ordinance was introduced to rezone the property to Single Family and that it takes six (6) votes to pass.

Mr. LaGrange reported that he and Mr. Hanagriff attended the Coastal Parish meeting in Baton Rouge with Mr. Johnny Bradberry, the Governor's Executive Assistant for Coastal Activities to discuss concerns regarding the Coastal Master Plan.

Henry "Bo LaGrange, Chief Administrative Officer presented his report for a two (2) week period ending February 22, 2017. (All items in Mr. LaGrange's report are informational.)

Mr. LaGrange expounded on Leaders Against Litter and that our Keep St. Mary Parish Beautiful Chapter will hold an event March 10, 2017 at 8:30 a.m. at Berwick Town Hall to show our support against litter.

In response to several councilmen's inquiry regarding the Avoca Ferry, Mr. LaGrange stated that the St. Mary and Terrebonne Levee District and CLECO has advised that they intend to provide financial support toward the operation and maintenance cost of the Avoca Island Ferry.

The St. Mary Parish will operate and maintain the ferry, the St. Mary Parish Levee District will support up to \$20,000.00 per year, Terrebonne Levee District \$10,000.00 and CLECO \$5,000.00 and the Parish President is discussing additional support from Avoca Inc.

Mr. LaGrange stated that the cost of insurance is approximately \$40,000.00 which includes the liability portion as well as coverage on the hull.

Mr. Beadle stated Avoca Duck Club's \$17,000.00 property tax can go towards the total loss but is still short of \$165,000.00.

Mr. LaGrange also stated that the recent break down of the ferry resulted in hiring a tug to operate the ferry that cost approximately \$30,000.00 which included fuel. We have an unofficial commitment from Shell to put up a portion of that cost because of their use of it for their pipeline project.

Mr. Voisin moved that the Public Hearing Report, February 8, 2017 be approved. Mr. Bennett seconded the motion, which carried.

Mr. Rogers introduced the following ordinances:

ORDINANCE NO.

An Ordinance authorizing the Parish of St. Mary to enter into a right of way agreement with CLECO POWER LLC for Underground Servitude Agreement (Individual).

BE IT ORDAINED by the St. Mary Parish Council:

SECTION 1. That the Parish of St. Mary enter into a Underground Servitude Agreement with CLECO POWER LLC for electric lines in Sections 6 & 7, Township 14 South, Range 8 East, St. Mary Parish, Louisiana, all in accordance with the basic terms and conditions contained in Exhibit "A" attached hereto.

SECTION 2. That David Hanagriff, Parish President, is authorized to execute such servitude agreement on behalf of the Parish Council.

SECTION 3. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this the 22nd day of February 2017; having been published in accordance with law.

Exhibit "A"

**CLECO POWER LLC
UNDERGROUND SERVITUDE AGREEMENT
(INDIVIDUAL)**

Recorded _____

COB _____ Pg. _____

STATE OF LOUISIANA
PARISH OF ST. MARY

Project No. 03NBS00003-101
Agent No. 4292

KNOW ALL MEN BY THESE PRESENTS, that the undersigned ST. MARY PARISH GOVERNMENT, herein represented by David Hanagriff, its President of lawful age, whose mailing address is 101 Wilson St., 5th Floor, Franklin, LA 70538, State of Louisiana, Grantor, for and in consideration of One and No/100 (\$1.00) Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, and full acquittance granted therefor, does hereby grant unto Cleco Power LLC, its successors and assigns, the right, privilege and servitude forever to construct, operate, improve and maintain underground electric distribution facilities and communications and other related appurtenances and the right to cut, trim, and remove trees and shrubbery and other growths, together with a perpetual Right of Way, all as hereinafter set forth, upon, over, and across the following described lands in the Parish of St. Mary, State of Louisiana, and more particularly described as follows:

A certain tract of land located in Section(s) 6 & 7, Township 14 South, Range 8 East, Ward _____, Parish of St. Mary, Louisiana.
Route of new right of way and guying locations more particularly shown on the sketch, a copy of which is attached hereto and made a part hereof.

The Rights of Way being 30 feet in width. (See Attached)

Grantor further grants to Grantee the right to open and clear the above described Right of Way and to forever maintain said Right of Way and its underground electric distribution facilities and appurtenances, open and clear, on, over, under and across the aforesaid property. No buildings or other structures except fences shall be built on and/or across, or above, or below, or over-hanging said Right of Way, or any part thereof. Grantor further grants to Grantee the right and privilege to construct, operated and maintain said underground electric distribution facilities anywhere on, under, along and above the said Right of Way, and to locate its facilities and other appurtenances at any places on and within the said Right of Way that Grantee may, in its sole discretion, select or desire. Grantor further grants to Grantee the right and privilege to keep the said Right of Way clear of any and all obstacles which, in the sole judgment of Grantee, might interfere with or constitute a hazard to the operation and/or maintenance of said underground electric facilities.

Grantor further grants to Grantee the right and privilege to patrol, alter, inspect, improve, repair, replace or remove any and all underground electric facilities, including the right to increase or decrease the voltage of such electric distribution facilities, and shall have all other rights and privileges deemed by Grantee necessary or convenient for the full use and enjoyment of said Right of Way.

The servitude and rights herein granted are not exclusive, and Grantor reserves the right to grant servitudes to others affecting the above described servitude provided that in the reasonable judgment of Grantee such servitudes and rights so granted do not conflict with the rights of Grantee.

Grantee shall always have the right of ingress and egress to and from and upon said Right of Way over and across the above described property.

Grantor agrees that it will release and hold Grantee harmless from any claims for damage done by Grantee to the property and/or its improvements during this said construction period, unless said damage results solely from the negligence of Grantee.

ORDINANCE NO.

An Ordinance in compliance with Ordinance No. 1973, DIVISION 4.2, Section 4.2.1 C., Rezone Property. (Rezoning).

WHEREAS, on March 12th, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, DIVISION 4.2, Section 4.2.1 C., Rezone Property (Rezoning) provides authority for the official zoning district map to be amended, and

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

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of High Density (HR) Residential District to Single Family Residential (SR) Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 22nd day of February 2017; having been published in accordance with law.

EXHIBIT “A”

Address: Corner of Hwy. 182 & Hwy. 3215 (Garden City Exit), Garden City, LA. 2354524018.00, Sec. 11 T15S R10E; 58.46 ac Tract por of Rem 529.72 ac tract situated in Sec. 11 T15SR10E BD Williams in Sterling Sugars, Inc.-Sutter et al-Teche-Sutter et al Acq. 34K 234857

**Currently Zoned: High Density (HR) Residential Zoned District
Requested Zone: Single Family Residential (SR) Zoned District.**

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

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

ORDINANCE NO. 2077

An Ordinance amending Ordinance No. 1973 –
DIVISION 3.8 – FLOODPLAIN MANAGEMENT
AND FLOOD PROTECTION; Section 3.8.3 General Provisions
of the St. Mary Parish Unified Development Code.

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

SECTION I. DIVISION 3.8 – FLOODPLAIN MANAGEMENT AND FLOOD PROTECTION; Section 3.8.3 General Provisions; Comment C. is hereby amended as follows:

“C. **Basis for Establishing the Areas of Special Flood Hazard.** The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled “The Flood Insurance Study for St. Mary Parish,” dated April 19, 2017 with accompanying Flood Insurance Rate Maps (FIRM) dated April 19, 2017, and any revisions thereto are hereby adopted by reference and declare to be a part of this Unified Development Code.”

SECTION II. This ordinance shall be published in full in the official journal of the Parish Council after adoption.

SECTION III. This ordinance shall become effective and be in full force upon signature of the Parish President.

This ordinance having been offered and read on this the 25th day of January, 2017; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 22nd day of February 2017; was adopted.

APPROVED:

**PAUL P. NAQUIN, JR., 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 1st day of March 2017, at the hour of 8:40 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 2nd day of March 2017, at the hour of 3:55 p.m.

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

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

ORDINANCE NO. 2078

An Ordinance authorizing the President of St. Mary Parish to execute a Lease Agreement between St. Mary Parish and Captain Caviar, LLC for the property known as the Former Cajun Coast Office and Residence in Patterson, Louisiana.

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

SECTION I. That the Parish of St. Mary enter into a Lease Agreement relative to the lease property known as the Former Cajun Coast Office and Residence in Patterson, Louisiana all in accordance with the basic terms and conditions contained in Exhibit "A", attached hereto.

SECTION II. That David Hanagriff, Parish President is authorized to execute such lease on behalf of the Parish Council.

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

SECTION IV. This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 25th day of January, 2017; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 22nd day of February 2017; was adopted.

APPROVED:

**PAUL P. NAQUIN, JR., 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 1st day of March 2017 at the hour of 8:40 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 2nd day of March 2017 at the hour 3:55 p.m.

**LEASE AGREEMENT
BETWEEN ST. MARY PARISH AND
CAPTAIN CAVIAR, LLC**

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

BE IT KNOWN that the St. Mary Parish Government, Fifth Floor, Courthouse, Franklin, Louisiana, 70538 (hereinafter "Owner) represented herein by David Hanagriff, Parish President, as authorized by an Ordinance of the St. Mary Parish Council, hereby leases to Captain Caviar, LLC, 2801 St. Charles Avenue, #101, New Orleans, Louisiana 70115 (hereinafter "Lessee"), the premises hereinafter described located in Patterson, St. Mary Parish, Louisiana, under the following terms and conditions:

ARTICLE 1. DESCRIPTION OF RENTAL PROPERTY:

A. RENTAL PROPERTY

The rental property consists of four (4) structures: a small wood frame house located at 118 Main Street; a two-story wood frame office/house (formerly occupied by the St. Mary Parish Tourist Commission) located at 112 Main Street; a public restroom facility; and a wood frame storage building. Also included is a public parking area, dock, and associated infrastructure.

- a) A certain tract of land lying and being situated in the City of Patterson, Louisiana and having frontage along Main Street/La. Hwy. 182 a distance of Four Hundred Seventeen (417' +/-) feet, more or less by a depth of Two Hundred Twenty-Eight (228' +/-) feet, more or less, along the East side line and a depth of Two Hundred Seventy-Two (272' +/-) feet, more or less, along the West side line and being bounded on the North by the Lower Atchafalaya River, on the South by Main Street/La. Hwy. 182, on the East by property of Iris B. Roy and on the West by property of Walter H. Daniels; together with all buildings and improvements thereon and thereunto belonging, and all rights, ways, privileges, and servitudes thereunto appertaining.

ARTICLE 2. GENERAL TERMS & CONDITIONS:

A. CERTAIN CONDITIONS

- 1. The Lessee shall maintain the permanent buildings on the premises and any permanent improvements to the buildings or on the premises shall become the property of the Owner at the termination of this Lease.
- 2. No material functional alterations and/or permanent improvements to the permanent buildings or on the premises which shall become the property of the Owner at the termination of this Lease shall be made without the specific written consent of the Owner.
- 3. The rental shall be \$14,400.00 (Fourteen Thousand, Four Hundred Dollars) per year for the first five (5) years of the primary term. The rent thus calculated shall be payable annually. The following schedule shall apply to rental increases over the term of the Lease: The rental amount set forth above shall be increased 10% for the second five years of the primary term:

10 YEAR PRIMARY TERM
1st 5 years - \$14,400.00/ year

2nd 5 years - \$15,840.00/ year

4. The Lease period shall be for Ten (10) year primary term.

B. OBLIGATIONS OF THE LESSEE

1. Except as otherwise specifically provided herein, the use and occupancy of the Leased Premises by the Lessee shall be without cost and expense to the Owner. It shall be the responsibility of the Lessee to keep, maintain, repair, and operate the entirety of the Leased Premises and all improvements and facilities thereon at the Lessee's sole cost and expense, including all utilities.

2. If the Leased Premises are materially damaged by reason of any cause whatsoever, the Lessee shall within a reasonable time, not to exceed one hundred twenty (120) days, commence and diligently pursue to complete the repair and reconstruction of the Leased Premises. The Lessee shall keep the Leased Premises in a neat and clean condition and the Owner may require the Lessee to perform any reasonable maintenance necessary to so maintain same. If such maintenance is not undertaken by the Lessee within thirty (30) days after receipt of written notice from the Owner, the Owner shall have the right to enter upon the Leased Premises and perform the necessary reasonable maintenance, the reasonable cost of which shall be borne by the Lessee. It is however understood that such maintenance required by the Owner shall be only such to make the Leased Premises substantially equal to, but not to exceed, in appearance and character the existing conditions of the buildings and premises at the execution of the lease agreement. The Lessee shall not permit the accumulation of waste, trash, or debris on the Leased Premises.

3. Subject to prior written approval of the Owner, the Lessee may make such improvements, alterations, additions, and changes to the Leased Premises, as it finds necessarily convenient for its purposes. All such permanent improvements to the permanent building on the Leased Premises shall become the property of the Owner upon the expiration of this Lease. Within thirty (30) days following the completion of the improvements, alterations, additions, changes or construction, the Lessee shall present to the Owner a complete set of "as-built" drawings including, but not necessarily limited to, structural, mechanical, plumbing, and electrical systems. The Lessee shall obtain written permission from the Owner prior to making any improvements, alterations, additions, major repairs, and changes to the Leased Premises and shall obtain all necessary permits from the appropriate governing authorities at its sole cost and expense prior to commencing said work.

4. In the event the Lessee makes alterations or improvements on the Leased Premises, the use thereof shall be enjoyed by the Lessee during the remaining term of the Lease without payment of additional rental therefore, and such alterations or improvements shall become the property of the Owner upon the expiration of this Lease. During the first year of the Lease term, Lessee shall, at a minimum, make such major repairs, improvements, alterations, additions, changes or construction in the amount of Twenty-Five Thousand (\$25,000.00) Dollars; of which a maximum amount of \$7,200.00 shall be credited against the first year annual rental payment. In any year of the Lease term thereafter, up to one-half of the cost of additional major repairs, improvements, alterations, additions, changes, or construction, not to exceed one-half of the annual rental payment, may be credited against the annual payment. The Lessee shall obtain written approval/consent from Owner prior to incurring such costs that may be eligible to be credited to one-half of the annual rental payment. Nothing shall prohibit the Owner from making major repairs, improvements, alterations, additions, changes, or construction during the lease term at its sole cost and expense, provided however, that it shall not interfere with the Lessee's use as outlined in the lease agreement.

5. This lease agreement shall be subject to the operations, use, terms, and conditions already allowed on the leased premises by virtue of that certain Lease Agreement and Amendment to Lease between the Owner, Cajun Jack Swamp Tours, and Cajun Riviera

Tour De Swamp, LLC for use of a portion of the property for the purpose of operating a tourist boat enterprise.

C. QUALITY AND SCOPE OF USE

The Leased Premises shall only be used by the Lessee for Tourist Related Activities; specifically, the dwelling at 118 Main Street shall be used for short term rental for tourists/visitors and the dwelling/office at 112 Main Street shall be used primarily as a residence and tourist related office/store providing information on tourist related sites and activities in St. Mary Parish, Louisiana. The Lessee shall conduct said business(es) in a proper and courteous manner and to furnish good tourism related services at all times.

D. COMPLIANCE WITH LAWS, ETC.

The Lessee shall at all times comply with the federal, state, and parish laws, ordinances, codes, and other regulatory measures now in existence or, as may be hereafter modified or amended, applicable to the specific type of operations contemplated by it. The Lessee shall procure and maintain during the term of the Lease all licenses, permits, and other similar authorizations required for the conduct of its business operations.

E. INDEMNITY

The Lessee shall hold the Parish of St. Mary, the State of Louisiana, all Parish Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees, including volunteers and all other Parish personnel, harmless from and against all suits, claims, demands, actions, and/or causes of action of any kind of nature in any way arising out of, or resulting from, its negligence in its tenancy and activities, and shall pay all expenses in defending any such claims against the Owner.

F. RIGHT OF ENTRY

The Owner may enter upon the Leased Premises at any reasonable time and for any necessary purpose incidental to or connected with the performance of the Lessee's obligations under this lease.

G. INSURANCE REQUIREMENTS

The Lessee shall, at its own expense, carry and keep in full force and effect for the entire period, the minimum insurance required as outlined below:

Minimum limits of insurance.

1. The Lessee shall maintain limits no less than:

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

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 limits as required by the Labor Code of the State of Louisiana and Statutory Employers liability limits.

Any deductibles or self-insured retention must be declared to and approved by the Parish. At the option of the Parish, either: The insurer shall reduce or eliminate such deductibles or self-insured retention as respects to the Parish of St. Mary, its officers,

officials, employees, and volunteers; or the Contracting Party shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The Lessee shall name as additional insured, the Parish of St. Mary, all Parish and Departments, Agencies, volunteers as respects to liability arising out of activities performed by or on behalf of the Lessee; as respects to products and completed operations of the Lessee, and premises owned, occupied, or used by the Lessee. The coverage shall contain no special limitations on the scope of protections 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 Lessee shall obtain certificates of insurance and original endorsements effecting coverage required by this Section. The Lessee shall provide copies of certificates and endorsements to the Parish within ten days of receipt by the Lessee. This provision does not apply to Worker's Compensation. 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.

Said insurance shall be procured from a company authorized to do business in the State of Louisiana.

The Lessee shall during the continuance of the lease, and any renewal thereof, at its own cost and expense, carry adequate insurance with extended coverage insuring the improvements on the Leased Premises against loss by reason of fire, explosion, windstorm, or other casualty, to the full value of such improvement. It is the intention of the parties hereto that, if the property of either party is lost or damaged and the amount of such loss or damage is adequately covered by insurance carried by the owner of such property, then the other party hereto shall not be liable for such loss or damage, or to the insurer of such party. Accordingly, the Owner hereby expressly waives any and all claims against the Lessee for loss of or damage to the Leased Premises due to fire, explosion, windstorm, or other casualty covered by fire or extended coverage insurance carried by the Owner, regardless of the cause of such damage, including without limitations damage resulting from the negligence of the Lessee, its agents, servants, or employees, and the Lessee hereby expressly waives any and all claims against the Owner for loss of or damage to any and all property of the Lessee or any time on the Leased Premises due to fire, explosion, windstorm, or other casualty covered by fire and extended coverage insurance carried by the Lessee, regardless of the cause of such damage including without limitations, damage resulting from the negligence of the Owner, its agents, servants, or employees.

Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to the Owner ten (10) days in advance of the effective date thereof.

H. CANCELLATION BY THE LESSEE

This Lease shall be subject to cancellation by the Lessee after the happening of one or more of the following events:

1. The abandonment of the leased facility for a period in excess of forty-five (45) days.
2. The default by the Owner in the performance of any covenant or agreement herein required to be performed by the Owner and the failure of the Owner to remedy such default for a period of ninety (90) days after receipt from the Lessee of written notice to remedy the same; such cancellation would not affect the Lessee's rights to pursue any damages sustained by it against the Owner.

The Lessee may exercise such right of termination by written notice to Owner at any time after the lapse of the applicable periods of time and this Lease shall terminate as of that date. Rentals due hereunder shall be payable only to the date of said termination.

I. CANCELLATION BY THE OWNER

1. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of twenty (20) days after the time such payments become due and after a further period of ten (10) days after written demand therefore from the Lessee;
2. File a voluntary petition in bankruptcy;
3. Abandon the Leased Premises for a continuous period of thirty (30) days at any one time, except when such abandonment be caused by fire, flood, war, strike, or other calamity beyond the Lessee's control;
4. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the Lessee, and such default continues for a period of ninety (90) days after receipt of written notice from the Owner of said default. In any of the aforesaid events, the Owner may take immediate possession of the Leased Premises and remove the Lessee's effects, forcibly, if necessary without being deemed guilty of trespassing. Upon said entry, this lease shall terminate. Any rental due hereunder shall be payable to said date of termination.
5. The Owner shall have the right to terminate this Lease Agreement and any Amendments to the Lease Agreement, at its discretion, at any time, without cause, upon providing written notice of its intent to terminate at least Three Hundred Sixty-Five (365) days prior to the effective date of termination. However, the Owner may not invoke any such cancellation within the first five years of the primary term of the Lease Agreement.

Failure of the Owner to declare this Lease terminated upon the default of the Lessee for any of the reasons set out shall not operate to bar or destroy the right of the Owner to cancel this Lease by reason of any subsequent violation of the terms hereof.

J. ASSIGNMENT, TRANSFER, AND SUBLETTING

Excepting for rent or sublease of the Leased Premises for the performance of those services authorized, no sublease, transfer, or assignment by the Lessee, or any part hereof or interest herein, shall be made unless such sublease, transfer, or assignment is first approved by the Owner in writing, with such approval not to be unreasonably withheld, and made subject to whatever reasonable limitations are provided. The Lessee may, with the prior written consent of the Owner (which consent shall not be unreasonably withheld), assign the lease, but in such event, the Lessee shall remain liable to the Owner in solido with the assignee for the remainder of the term of the lease to pay to the Owner any portion of the rental and fee provided for herein upon failure of the assignee to pay the same when due and for the performance of all other obligations herein imposed on the Lessee. Said assignee shall not assign said lease except with the prior written approval of the Owner and the Lessee herein, and any assignment by the Lessee shall contain a clause to this effect. Nothing herein contained shall be construed to prevent the Lessee from mortgaging its leasehold interest to the Leased Premises to a bank or lending institution to secure financing.

K. SURRENDER OF POSSESSION

Upon the expiration or earlier termination of this Lease or any renewal thereof, the Lessee shall forthwith surrender possession of the Leased Premises in as good a condition as when received, reasonable wear and tear, damaged by flood, earthquake or other casualties not covered by insurance required to be carried by the Lessee under aforementioned articles expected.

L. ATTORNEY'S FEES

In any action brought by the Owner for the enforcement of the obligations of the Lessee, the Owner shall be entitled to recover interest and reasonable attorney's fees.

M. TAXES

The Lessee agrees that it will pay when due, all taxes which may be assessed pursuant to law against the Leased Premises and any of the Lessee's property located on the Leased Premises or on any business conducted by it, and will annually, within thirty (30) days after the end of each calendar year, furnish the Owner certification showing that all taxes which might become a lien against the premises or against the property of the Lessee have been paid in full.

N. PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Lease.

THUS DONE AND SIGNED BY the Parties aforesaid in the presence of the undersigned witnesses, who have signed their names with the parties and me, the undersigned Notary Public at Franklin, St. Mary Parish, Louisiana on this _____ day of _____, 2017.

WITNESSES:

ST. MARY PARISH GOVERNMENT

BY: _____
DAVID HANAGRIFF, PRESIDENT

NOTARY PUBLIC

THUS DONE AND SIGNED BY the Parties aforesaid in the presence of the undersigned witnesses, who have signed their names with the parties and me, the undersigned Notary Public at Franklin, St. Mary Parish, Louisiana on this _____ day of _____, 2017.

WITNESSES:

CAPTAIN CAVIAR, LLC

BY: _____
**JOHN E. BURKE, JR.,
OWNER/MEMBER**

NOTARY PUBLIC

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

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Fryou

ORDINANCE NO. 2079

An Ordinance re-naming the Charles ‘Butch’ Middleton Mentoring Center and repealing all ordinances in conflict herewith.

SECTION I. The Charles ‘Butch’ Middleton Mentoring Center located at 600 Fifth Street, Franklin, Louisiana is hereby renamed “**Save Our Children Mentoring Center**”.

SECTION II. The Computer Room located within the building is hereby named “**Charles ‘Butch’ Middleton Computer Room**”.

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

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 25th day of January, 2017; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 22nd day of February 2017; was adopted.

APPROVED:

**PAUL J. NAQUIN, JR., 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 1st day of March 2017, at the hour of 8:40 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 2nd day of March 2017, at the hour of 3:55 p.m.

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

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

NAYS: None.

ABSTAIN: None.

ABSENT: Mr.Fryou.

QUALITY JOBS PROGRAM ENDORSEMENT RESOLUTION

BE IT RESOLVED THAT: ST. MARY PARISH GOVERNMENT OFFERS ITS ENDORSEMENT OF CABOT CORPORATION PROJECT: EXPANSION TO PARTICIPATE IN THE BENEFITS OF THE LOUISIANA QUALITY JOBS PROGRAM:

WHEREAS, the Louisiana Quality Jobs Act 153 of 2002 and;

WHEREAS, the Louisiana Quality Jobs Program offers significant incentives for economic development to some of the most distressed areas in the State and;

WHEREAS, the Louisiana Department of Economic Development designated Census Tract Number 409, Block Group Number 002, in St. Mary Parish as eligible based on enabling legislation (R.S. 51:2451-2462) and;

WHEREAS, St. Mary Parish Government states this endorsement is in agreement with the overall economic development plan for St. Mary Parish, and;

WHEREAS, the attached map has been marked to show the location of the business being endorsed and:

WHEREAS, in accordance with the Louisiana Quality Jobs Program requirements St. Mary Parish agrees:

1. To participate in the Quality Jobs Program.
2. To assist the Department in evaluating progress made in any Quality Jobs within its jurisdiction.

BE IT RESOLVED by St. Mary Parish Government in regular and legal session convened this 22nd day of February 2017, that and their project Cabot Corporation, Quality Jobs Application #20161534 is endorsed to participate in the Louisiana Quality Jobs Program.

BE IT FURTHER RESOLVED that if any provision or item on this resolution or the application thereof is held invalid, such invalidity shall not affect other provisions, items or applications of this resolution which can be given effect without the invalid provisions, items or applications and to this end the provisions of this resolution are hereby declared severable.

BE IT FURTHER RESOLVED that all resolutions or parts thereof in conflict herewith are hereby repealed.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 22nd day of February 2017.

APPROVED:

**PAUL P. NAQUIN, JR., CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION

Resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute a contract with Harris Refrigeration Service, Inc. relative to Fairview Treatment Center HVAC Upgrades.

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 Harris Refrigeration Service, Inc., P.O. Box 2138, Morgan City, LA 70381, relative to Fairview Treatment Center HVAC Upgrades, 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 22nd day of February 2017.

APPROVED:

**PAUL P. NAQUIN, JR., CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of the Parish of St. Mary to execute a contract with B.E.T. Construction, Inc. relative to the Shredder Building Enhancements (Phase III) – Harold J. “Babe” Landry Landfill, Berwick, Louisiana.

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 B.E.T. Construction, Inc., P.O. Box 5658, Thibodaux, Louisiana 70302 relative to the Shredder Building Enhancements (Phase III) – Harold J. “Babe” Landry Landfill, Berwick, Louisiana, 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 22nd day of February 2017.

APPROVED:

**PAUL P. NAQUIN, JR., CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION

Resolution approving the holding of an election in St. Mary Parish Water and Sewer Commission No. 3, State of Louisiana, on Saturday, April 29, 2017, to authorize the levy of a special tax therein.

WHEREAS, the Board of Commissioners of St. Mary Parish Water and Sewer Commission No. 3, State of Louisiana (the "Governing Authority"), acting as the governing authority of St. Mary Parish Water and Sewer Commission No. 3, State of Louisiana (the "Commission"), adopted a resolution on February 21, 2017, calling a special election in the Commission on Saturday, April 29, 2017, to authorize the levy of a special tax therein; and

WHEREAS, the governing authority of the Commission 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 Commission to hold the aforesaid election, and in the event that the election carries 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 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 St. Mary Parish Water and Sewer Commission No. 3, State of Louisiana, this Parish Council hereby approves the holding of an election in the Commission, on Saturday, April 29, 2017, at which election there will be submitted the following proposition, to-wit:

**PROPOSITION
(MILLAGE)**

Shall St. Mary Parish Water and Sewer Commission No. 3, State of Louisiana (the "Commission"), levy an eight and sixty hundredths (8.60) mills tax (the estimated amount reasonably expected to be collected from the levy of the tax for one entire year being \$900,000) on all the property subject to taxation in the Commission for a period of ten (10) years, beginning with the year 2017 and ending with the year 2026, for the purpose of operating, maintaining, improving and extending the waterworks plant and system and sewer and sewerage treatment or disposal facilities owned and/or operated by the Commission?

SECTION 2. In the event the election carries, this Parish Council does hereby further consent to and authorize the Commission 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 22nd day of February 2017.

APPROVED:

**PAUL P. NAQUIN, JR., CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

Mr. Beadle moved that the following Resolutions be tabled to a time undefined; Item 13 C - A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a Cooperative Endeavor Agreement between the St. Mary Levee District and St. Mary Parish Government relative to Avoca Island Ferry”;

Item 13 D - A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a Cooperative Endeavor Agreement between the Terrebonne Levee & Conservation District and St. Mary Parish Government relative to Avoca Island Ferry.

Item 13 E - A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a Cooperative Endeavor Agreement between Cleco and St. Mary Parish Government relative to Avoca Island Ferry.

Mr. Voisin seconded the motion, which carried.

Item H, "Resolution authorizing Parish President to execute Change Order No. 1 with LeBlanc Marine, LLC relative to Renovations to Wilson's Boat Launch" was withdrawn at this time.

NEW BUSINESS:

- A. Ned Davis has written to inform you that he will be resigning as of February 8, 2017 from the Fire District No. 7 Board.

Mr. Davis will be forwarded a letter thanking him for his service on the Fire District No. 7 Board and the vacancy will be advertised.

- B. Melissa Blake, Director of Governmental Affairs, Cox Communications has written to inform you that effective March 7, 2017, the pricing of Epix will be reduced to \$10.00. Epix is a premium movie channel available to customers with the Movie Pak tier. These customers are being notified of the *price decrease* 30 days in advance through a letter notification.

Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our video channel lineup. Our company is in discussions to renew agreements with the programmers and broadcasters.

Should we be unable to reach equitable terms for a new agreement by their expiration dates, these networks have the right to require Cox to remove their programming from the lineup.

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

- C. Appointments to the following Boards and Commissions:

Recreation District No. 2 (Siracusaville Area) – 1 Vacancy

Alvin Wilkerson - Present Member

Mr. Voisin moved that Alvin Wilkerson be reappointed to Recreation District No. 2. Mr. Singleton seconded the motion, which carried.

In reference to Mr. Beadle's inquiry in regards to Recreation District No. 2 receiving a portion of the 3/10 % sales tax from Ward Nine, Mr. LaGrange stated that Recreation District No. 2 does receive a portion of the 3/10 % sales tax.

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