

SPECIAL MEETING OF
THE ST. MARY PARISH COUNCIL OF THE
PARISH OF ST. MARY, STATE OF LOUISIANA

JANUARY 11, 2016
FRANKLIN, LOUISIANA

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

The Invocation was pronounced by Rev. Mathews and the Pledge of Allegiance was led by Mr. Ina.

Mr. Fryou moved that the Second Regular Meeting, December 16, 2015 be approved. Rev. Mathews seconded the motion, which carried.

Mr. Naquin, outgoing Parish President presented plaques to Mrs. Middleton in honor of her deceased husband, Charles Middleton, Albert Foulcard and Logan Fromenthal and for their years of service on the Parish Council. Lionel "Butch" Metz and Dr. Tregle were not in attendance to receive their plaques for their years of service on the Council.

Mr. Hanagriff, Parish President updated the Council on the high water situation that is coming down from the Northern states that is threatening St. Mary Parish.

Mr. Hanagriff stated that eight (8) of the 10 piles in the Bayou Chene have been driven at this time.

The barge is in position at an elevation of 5ft.

Mr. Hanagriff further stated that forecast for Morgan City is better than anticipated (it is down to 8 ft.). (The Morganza Spillway estimated flow is 1.44 million cubic feet of water per second.)

Mr. Hanagriff stated that if 1.5 million cubic feet per second flow is reached, the Spillway will not have to open.

Mr. Hanagriff informed the Parish Council that the Corps of Engineers will be visiting the area on Tuesday, January 12, 2016 to visit Bayou Chene to monitor the conditions of the high water.

The crest is forecasted for 8 ft. for January 23, 2016. (The crest is currently 6.7 ft.)

Henry "Bo" LaGrange, Chief Administrative Officer did not have a written report for a three (3) week period ending January 11, 2016.

Mr. LaGrange informed that due to the high water situation, the work on the Deer Island Channel Project has been suspended for 30 days at the present time.

Mr. LaGrange stated that the Hanson Canal Flood gate will be closed on Tuesday, January 12, 2016 as a precautionary measure due to the high water.

Mr. LaGrange also informed that a Public Open House will be held on the newly released digital Flood Insurance Rate Maps (DFIRM) on January 20, 2016 from 5:30 p.m. until 7:30 p.m. at the Patterson Civic Center.

Tammy Luke presented the following items as recommended by the Planning & Zoning Commission at their December 21, 2015 Regular Meeting:

a. Preliminary Subdivision Approval:

Name: Carlino Investments-Lucas Carlino
Address: 2142 & 2200 Hwy. 182-Patterson, La.

Parcel Id# Sec. 24 T15S R11E;
-2894401006.00-6.53 AC POR TRACT 3 NICOLA ACCARDO PART BEING TRACT
"ABCIGHA" PER PLAT 114 294054 ACQ 195 305282

-2894401004.00-7.95 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER PLAT 28L 211405 BEING TRACT "CLMBC" SITUATED IN SEC 24 T15S R11E ACQ 195 305282

-2894401005.00-.08 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER PLAT 28L 211405 BEING TRACT "CLMBC" SITUATED IN SEC 25 T15S R11E ACQ 323 322962.

Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on "River Oaks Subdivision located in Section 24, T15S-R11E, St. Mary Parish, Louisiana; as prepared by David A. Waitz, dated November 11, 2015, Job No. 115-108

b. Final Subdivision Approval:

Name: Mark & Karen Terry Representing the Luke Heirs
Address: 643 Prairie Rd. North, Centerville, LA.

Parcel Id# Sec. 5 T15S R10E;

#2474444008.00-38.15 AC being por of 40.013 AC Tract E-F-G-K-J-I-M-N-H-G-F-E-D-C-B-A-E per Plat 16G 143876 BD M. Boudreaux and F. Martin Et Al-Shadyside Co-Lanclos-J. Luke Et Al situated in Sec. 5 T15S R10E 992 Acq. 323 323048

#2474444009.00- 1.86 AC being por of 40.013 AC Tract E-F-G-K-J-I-M-N-H-G-F-E-D-C-B-A-E per Plat 16G 143876 BD M. Boudreaux and F. Martin Et Al-Shadyside Co-Lanclos-J. Luke Et Al situated in Sec. 63 T15S R10E 60 Acq. 323 323048.

Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on "Plan of Land showing a portion of Property of Farrell Luke, et al to be subdivided into Tracts "ABCDEFA" & "CGHIDC" situated in Section 5, T15S-R10E, St. Mary Parish, Louisiana Southwestern Land District, St. Mary Parish, Louisiana; as prepared by Miller Engineers, dated November 13, 2015, Dwg. No. 13928

c. Final Subdivision Approval:

Name: Carrie Saucier
Address: 5134 Hwy. 87, Franklin, LA.

Parcel Id# Sec. 46 T14S R9E;

#2144861184.00-2.87 AC por Tract "ABEFA" per Plat 133 296830 situated Sec. 44 T14S R9E Acq. 289 318244,

#2144861027.00-.55 AC por Tract "ABEFA" per Plat 133 296830 situated Sec 45 T14S R9E Acq. 289 318244 and

2144861026.00- 3.72 AC por Tract "ABEFA" per Plat 133 296830 situated Sec 46 T14S R9E Acq. 289 318244.

Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on "Plan of Land showing property of Carrie Saucier as per C.O.B. 289, Entry No. 318,244 to be subdivided into tracts "ABGFA" & "CDEFGBC" situated in Sections 44,, 45 & 46, T14S-R9E St. Mary Parish, Louisiana Southwestern Land District, St. Mary Parish, Louisiana; as prepared by Miller Engineers, dated November 2, 2015, Dwg. No. 13931.

d. Recommend Re-zoning:

Name: Carlino Investments-Lucas Carlino
Address: 2142 & 2200 Hwy. 182-Patterson, La.

Parcel Id# Sec. 24 T15S R11E;

-2894401006.00-6.53 AC POR TRACT 3 NICOLA ACCARDO PART BEING TRACT "ABCIGHA" PER PLAT 114 294054 ACQ 195 305282

-2894401004.00-7.95 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER PLAT 28L 211405 BEING TRACT "CLMBC" SITUATED IN SEC 24 T15S R11E ACQ 195 305282

-2894401005.00-.08 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER PLAT 28L 211405 BEING TRACT "CLMBC" SITUATED IN SEC 25 T15S R11E ACQ 323 322962.

PURPOSE: as shown on "River Oaks Subdivision located in Section 24, T15S-R11E, St. Mary Parish, Louisiana; as prepared by David A. Waitz, dated November 11, 2015, Job No. 115-108

Rezone from Agriculture (AG) Zoned District to Single Family (SR) Zoned District.

e. Recommend Re-zoning:

Name: Raymond Charpentier, Jr.
Address: 9366 & 9376 Hwy. 182, Centerville, LA

Parcel Id# Sec. 37 T15S R10E;
- Parcel Id# 2474581008.00-Lot 6 Beckmeyer addition less North 200 ft. Acq. 155 299854
-Parcel Id# 2474581009.00-Lot North 200 ft. No. 6 Beckmeyer Addn BD Bayou Teche-C Lange-L Mire-T Mire Acq. 198 305735.

PURPOSE: to place a manufactured home

Rezone from Single Family Residential (SR) Zoned District to Existing Neighborhood (EN2) Zoned District

Mr. Naquin moved that Preliminary Subdivision Approval be granted for:

Name: Carlino Investments-Lucas Carlino
Address: 2142 & 2200 Hwy. 182-Patterson, La.

Parcel Id# Sec. 24 T15S R11E;
-2894401006.00-6.53 AC POR TRACT 3 NICOLA ACCARDO PART BEING TRACT "ABCIGHA" PER PLAT 114 294054 ACQ 195 305282
-2894401004.00-7.95 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER PLAT 28L 211405 BEING TRACT "CLMBC" SITUATED IN SEC 24 T15S R11E ACQ 195 305282
-2894401005.00-.08 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER PLAT 28L 211405 BEING TRACT "CLMBC" SITUATED IN SEC 25 T15S R11E ACQ 323 322962.

Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on "River Oaks Subdivision located in Section 24, T15S-R11E, St. Mary Parish, Louisiana; as prepared by David A. Waitz, dated November 11, 2015, Job No. 115-108 Mr. Fryou seconded the motion, which carried.

Mr. Naquin moved that Final Subdivision Approval be granted for:

Name: Mark & Karen Terry Representing the Luke Heirs
Address: 643 Prairie Rd. North, Centerville, LA.

Parcel Id# Sec. 5 T15S R10E;
#2474444008.00-38.15 AC being por of 40.013 AC Tract E-F-G-K-J-I-M-N-H-G-F-E-D-C-B-A-E per Plat 16G 143876 BD M. Boudreaux and F. Martin Et Al-Shadyside Co-Lanclos-J. Luke Et Al situated in Sec. 5 T15S R10E 992 Acq. 323 323048
#2474444009.00- 1.86 AC being por of 40.013 AC Tract E-F-G-K-J-I-M-N-H-G-F-E-D-C-B-A-E per Plat 16G 143876 BD M. Boudreaux and F. Martin Et Al-Shadyside Co-Lanclos-J. Luke Et Al situated in Sec. 63 T15S R10E 60 Acq. 323 323048.

Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on "Plan of Land showing a portion of Property of Farrell Luke, et al to be subdivided into Tracts "ABCDEF A" & "CGHIDC" situated in Section 5, T15S-R10E, St. Mary Parish, Louisiana Southwestern Land District, St. Mary Parish, Louisiana; as prepared

by Miller Engineers, dated November 13, 2015, Dwg. No. 13928
the motion, which carried.

Mr. Fryou seconded

Mr. Naquin moved that Final Subdivision Approval be granted for:

Name: Carrie Saucier
Address: 5134 Hwy. 87, Franklin, LA.

Parcel Id# Sec. 46 T14S R9E;
#2144861184.00-2.87 AC por Tract "ABEFA" per Plat 133 296830 situated Sec. 44 T14S
R9E Acq. 289 318244,
#2144861027.00-.55 AC por Tract "ABEFA" per Plat 133 296830 situated Sec 45 T14S
R9E Acq. 289 318244 and
2144861026.00- 3.72 AC por Tract "ABEFA" per Plat 133 296830 situated SEc 46 T14S
R9E Acq. 289 318244.

Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on "Plan of Land showing property of Carrie Saucier as per C.O.B.
289, Entry No. 318,244 to be subdivided into tracts "ABGFA" & "CDEFGBC" situated in
Sections 44,, 45 & 46, T14S-R9E St. Mary Parish, Louisiana Southwestern Land District, St.
Mary Parish, Louisiana; as prepared by Miller Engineers, dated November 2, 2015, Dwg.
No. 13931. Mr. Fryou seconded the motion, which carried.

Mr. Naquin recommended that Re-zoning be approved for:

Name: Carlino Investments-Lucas Carlino
Address: 2142 & 2200 Hwy. 182-Patterson, La.

Parcel Id# Sec. 24 T15S R11E;
-2894401006.00-6.53 AC POR TRACT 3 NICOLA ACCARDO PART BEING TRACT
"ABCIGHA" PER PLAT 114 294054 ACQ 195 305282
-2894401004.00-7.95 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER
PLAT 28L 211405 BEING TRACT "CLMBC" SITUATED IN SEC 24 T15S R11E ACQ
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323 322962.

PURPOSE: as shown on "River Oaks Subdivision located in Section 24, T15S-R11E, St.
Mary Parish, Louisiana; as prepared by David A. Waitz, dated November 11, 2015, Job No.
115-108

Rezone from Agriculture (AG) Zoned District to Single Family (SR) Zoned District. Mr. Fryou
seconded the motion, which carried.

Mr. Naquin moved recommended Re-zoning be approved for:

Name: Raymond Charpentier, Jr.
Address: 9366 & 9376 Hwy. 182, Centerville, LA

Parcel Id# Sec. 37 T15S R10E;
- Parcel Id# 2474581008.00-Lot 6 Beckmeyer addition less North 200 ft. Acq. 155 299854
-Parcel Id# 2474581009.00-Lot North 200 ft. No. 6 Beckmeyer Addn BD Bayou Teche-C
Lange-L Mire-T Mire Acq. 198 305735.

PURPOSE: to place a manufactured home

Rezone from Single Family Residential (SR) Zoned District to Existing Neighborhood (EN2)
Zoned District Mr. Fryou seconded the motion, which carried.

Mr. Bierhorst moved that the Public Hearing Report, December 16, 2015 be approved. Mr. Singleton
seconded the motion, which carried.

Mr. Bierhorst introduced the following ordinance:

ORDINANCE NO.

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments).

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

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process 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 Agriculture (AG) Zoned District to Single Family (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 11th day of January 2016; having been published in accordance with law.

EXHIBIT “A”

**Name: Carlino Investments-Lucas Carlino
Address: 2142 & 2200 Hwy. 182-Patterson, La.**

**Parcel Id# Sec. 24 T15S R11E;
-2894401006.00-6.53 AC POR TRACT 3 NICOLA ACCARDO PART BEING TRACT
"ABCIGHA" PER PLAT 114 294054 ACQ 195 305282
-2894401004.00-7.95 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER PLAT 28L
211405 BEING TRACT "CLMBC" SITUATED IN SEC 24 T15S R11E ACQ 195 305282
-2894401005.00-.08 AC POR TRACT 2 NICOLA ACCARDO PART DWG 5825 PER PLAT
28L 211405 BEING TRACT "CLMBC" SITUATED IN SEC 25 T15S R11E ACQ 323 322962.**

PURPOSE: as shown on “River Oaks Subdivision located in Section 24, T15S-R11E, St. Mary Parish, Louisiana; as prepared by David A. Waitz, dated November 11, 2015, Job No. 115-108

Rezone from Agriculture (AG) Zoned District to Single Family (SR) Zoned District

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WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process 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 Single Family (SR) Zoned District to Existing Neighborhood (EN2) 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 11th day of January 2016; having been published in accordance with law.

EXHIBIT “A”

Name: Raymond Charpentier, Jr.
Address: 9366 & 9376 Hwy. 182, Centerville, LA

Parcel Id# Sec. 37 T15S R10E;
- Parcel Id# 2474581008.00-Lot 6 Beckmeyer addition less North 200 ft. Acq. 155 299854
-Parcel Id# 2474581009.00-Lot North 200 ft. No. 6 Beckmeyer Addn BD Bayou Teche-C Lange-L Mire-T Mire Acq. 198 305735.

PURPOSE: to place a manufactured home

Rezone from Single Family Residential (SR) Zoned District to Existing Neighborhood (EN2) Zoned District

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2032

An Ordinance in compliance with Ordinance No. 1973, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments).

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

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process 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 Agriculture (AG) Zoned District to Single Family (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 9th day of December 2015; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 11th day of January 2016; was adopted.

APPROVED:

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

ATTEST:

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

This ordinance was submitted to the President of St. Mary Parish on this the 14th day of January 2016, at the hour of 8:15 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 14th day of January 2016, at the hour of 3:05 p.m.

EXHIBIT "A"

Name: Paul Toby Collins representing himself, Leisha Collins and the Estate of Olivia Cook Verdun

Address: 120 Jets Bee Babe Go Ln.; 124 Jets Bee Babe Go Ln.; 128 Jets Bee Babe Go Ln. and 136 Jets Bee Babe Go Ln.; Verdunville, LA.

Parcel Id# Sec. 4 T15S R10E;

-120 Jets Bee Babe Go Ln. #2594561023.00- Lot North ½ No. 1 Cook Est. Part per Plat 8X 91230 Acq. 275 316237;

-124 Jets Bee Babe Go Ln. #2594561024.00- Lot 1 Cook Est. Part per Plat 8X 91230 Acq. 8X 91230;

-128 Jets Bee Babe Go Ln. #2594561025.00- Lot 2 Cook Est. Part per Plat 8X 91230 Acq. 104 292524 and

-136 Jets Bee Babe Go Ln. #2594561026.00- Lot 3 Cook Est. Part per Plat 8X 91230 Acq. 275 316237

PURPOSE: to place a modular home and match the existing Single Family Residential Zoning designation that is on the front lots

Rezone from Agriculture (AG) Zoned District to Single Family (SR) Zoned District.

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2033

An Ordinance in compliance with Ordinance No. 1973, DIVISION 5.4 General Procedures for Public Hearings, Section 5.4.3 Specific Use Permits granting a Specific Use.

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

WHEREAS, DIVISION 5.4 General Procedures for Public Hearings, Section 5.4.3 Specific Use Permits provides a process for the granting of a specific use, 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 approved and granted a specific use for placing a Recreational Vehicle (RV) in a Single Family Residential (SR) Zoned District as allowed by Ordinance No. 2012 providing that the Specific Use shall expire within three (3) years of the date of approval; shall not be transferable; shall comply with the applicable provisions of Chapter 3, Division 3.8 Floodplain Management and Flood Protection.

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 9th day of December 2015; having been published in accordance with law; and having been heard in a public hearing held at Franklin, Louisiana on the 11th day of January 2016; was adopted.

APPROVED:

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

ATTEST:

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

This Ordinance was submitted to the President of St. Mary Parish on this the 14th day of January 2016 at the hour of 8:15 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 14th day of January 2016 at the hour of 3:05 p.m.

Exhibit "A"

**Name: Andrew Bulliard
Address: 151 Hammock Ln., Cypremort Point, LA**

**Parcel Id# - Sec. 20 T15S R6E;
-1034364721.00- Lot Por No. 2 being Por Private Road known as Hammock Ln. lying adjacent to
No. 83A1 Moresi Estates Part 10 per Plat 209 307279 Acq. 288 318084 and
-1034364722.00- Lot Por No. 2 being Por No. 83A1 Moresi Estates Part 10 per Plat 209 307279
lying North of Hammock Ln. Acq. 288 318084**

Currently Zoned: Single Family (SR) Residential Zoned District

**Specific Use Purpose: Placing a Recreational Vehicle (RV) as permitted by Ord. No. 2012 for a 3
year period**

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2034

An Ordinance authorizing the Parish of St. Mary to enter into a lease agreement with the State of Louisiana, Department of Wildlife and Fisheries for the lease of office space on the First Floor of the Courthouse Building, Franklin, Louisiana.

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

SECTION 1. That the Parish of St. Mary enter into a lease agreement with the State of Louisiana, Department of Wildlife and Fisheries, for lease of office space on the First Floor of the Courthouse Building, Franklin, Louisiana, all in accordance with the basic terms and conditions contained in Exhibit "A", attached hereto.

SECTION 2. That Paul P. Naquin, Jr., Parish President is authorized to execute such lease on behalf of the Parish Council.

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

This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 16th day of December, 2015; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 11th day of January 2016; was adopted.

APPROVED:

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

ATTEST:

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

This Ordinance was submitted to the President of St. Mary Parish on this the 14th day of January 2016 at the hour of 8:15 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 14th day of January 2016 at the hour 3:05 p.m.

Exhibit "A"

STATE OF LOUISIANA

PARISH OF ST. MARY

R.S. 9:2742

EXTRACT OF LEASE/OPTION/AMENDMENT

LESSORS NAME: ST. MARY PARISH GOVERNMENT

LESSOR'S REPRESENTATIVE: _____

LESSEES NAME: WILDLIFE & FISHERIES

LEASE NUMBER:

LEASE TERM: JANUARY 1, 2016 – DECEMBER 31, 2017

OPTION TERM: TWO (2) YEARS

BRIEF DESCRIPTION OF PROPERTY:

"98 square feet of usable space located at 500 Main Street, Courthouse Building, Franklin, Louisiana, to be used by the Department of Wildlife and Fisheries, as an office."

WITNESS:

LESSOR: ST. MARY PARISH GOVERNMENT

Printed Name: _____

BY: _____

Date: _____

Printed Name: _____

LESSEE: DEPT. OF WILDLIFE & FISHERIES

Printed Name: _____

BY: _____

Date: _____

Printed Name: _____

APPROVED:

This _____ day of _____, 2016.

**Office of the Governor
Division of Administration**

BY: _____

**Mark A. Moses, Director
Facility Planning and Control**

LEASE

STATE OF LOUISIANA

PARISH OF ST. MARY

The following contract of lease is made and entered into this _____ day of January, 2016, by and between St. Mary Parish Government, herein represented by its President, hereinafter referred to as “Lessor”, and the State of Louisiana, Wildlife & Fisheries, herein represented by the undersigned, hereinafter referred to as “Lessee”.

1.

For the consideration and upon the term and conditions hereinafter, the Lessor has this day rented, let and leased unto Lessee, here present and accepting the same, for a period of Two (2) years, commencing January 1, 2016, and ending December 31, 2017, the following described property:

“98 square feet of usable space located at 500 Main Street, Courthouse Building, Franklin, Louisiana, to be used by the Department of Wildlife and Fisheries as an office at the rate of \$100 per month.”

2.

The consideration of this lease is the payment by Lessee to Lessor of the sum of Two Thousand Four Hundred (\$2,400.00) DOLLARS in two (2) equal annual installments of Twelve Hundred (\$1,200.00) DOLLARS each, the first installment being due and payable on the 1st day of January, 2016, and the second installment being due and payable on the 1st day of January, 2017; however, in the event occupancy by Lessee occurs subsequent to the due date of the first rental payment, Lessor waives any right to receipt of rental payment for a period of thirty (30) days after Lessee actually occupies the leased premises. In any event rent is earned from the date of actual occupancy.

3.

Lessor grants to the Lessee the option to extend this lease from the end of its term for an additional period of two (2) years, on the same terms and conditions as specified in the primary lease upon giving sixty (60) days written notice prior to the expiration date of this lease. The rental rate per square foot shall also be the same as specified in the primary lease, unless the United States Government Consumer Price Index reflects an increase in excess of 15% during the term of the primary lease, and Lessor requests, in writing, within sixty (60) days of notification of the Lessee's intent to exercise the option term, a rental increase during the option term to reflect said increase. In that event, the rental payments shall increase the same percentage as the Consumer Price Index, but in no event shall the rental payments increase in excess of 20% of the primary rental payment.

Any increase in rental due to increases in the United States Government Consumer Price Index is contingent upon approval by the Division of Administration and legislative funding. In the event said increase is not approved by the Division of Administration and/or the Louisiana Legislature does not provide funds for the increase in rental, said increase will not go into effect, in which event Lessor shall have the right to terminate said lease upon six (6) months written notice to the Lessee.

4.

The parties hereto agree that delivery of possession and occupancy hereunder shall not be deemed to commence until Lessor has provided Lessee with thirty (30) days prior written notice that the leased premises are ready for occupancy or at such time as Lessee takes occupancy thereof, whichever shall occur first. However, in no event shall Lessee accept occupancy prior to the commencement date established in paragraph one (1) herein, except by express consent of Lessor and approval of Division of Administration. Furthermore, under no circumstances shall occupancy be deemed to commence until

the documentation provided for, relative to asbestos and the State Fire Marshal's Office requirements, elsewhere herein is furnished as required.

5.

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to delivery possession and occupancy in accordance with specifications or negotiations by Date, the Lessee shall be entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver possession and occupancy in accordance with specifications.

6.

Should the Lessor fail, for whatever reason, acts of God and military expedience excepted, to deliver possession and occupancy by Date, the Lessee may, at its option and with the approval of the Division of Administration, cancel this lease at any time after expiration of such time. If the Lessee elects not to cancel the lease, the Lessee is entitled to liquidated damages in the amount of the daily rental rate for every day thereafter that the Lessor fails to deliver occupancy in accordance with the specifications until such time as occupancy is delivered or the Lessee cancels the lease.

7.

Should the Lessee be unable, for whatever reason, to maintain possession of the leased premises in accordance with the terms set forth herein, the Lessee shall be entitled to the remission of rent for such term during which the Lessee is deprived of possession.

8.

All monthly payments of rent as herein fixed shall be paid by Lessee to: St. Mary Parish Government, 500 Main Street, Fifth Floor Courthouse, Franklin, LA 70538, until notified in writing differently by Lessor.

9.

LESSOR agrees that the building, grounds, and facilities herein leased shall comply with the requirement of La. R.S. 40:Part V. EQUAL ACCESS TO GOVERNMENTAL AND PUBLIC FACILITIES FOR DISABLED COMMUNITY, specifically Articles La. R.S. 40:1731 through 40:1744.

10.

Lessor further agrees to make, at Lessor's own expense, all changes and additions to the leased premises required by reason of any laws, ordinances, orders or regulations of any municipality, parish, state, federal, or other public authority including the furnishing of required sanitary facilities and fire protection facilities, and Lessor shall furnish and maintain all fire extinguishers and equipment necessary to comply with the order of the Louisiana State Fire Marshal. Lessor shall be responsible for

all costs associated with any required periodic inspections and servicing of fire extinguishers and equipment.

11.

Prior to occupancy, Lessor must provide written evidence of compliance with all requirements of the State Fire Marshal's Office. Lessor further agrees to comply with any order issued during the lease term by the State Fire Marshal's Office within the timeframe mandated by that office. Failure to do so will constitute a breach of the terms of said lease.

12.

Lessor shall deliver the leased premises to the Lessee at the beginning of this lease in a thoroughly sanitary and tenantable condition, and, by assuming possession, Lessee admits that it has examined the leased premises and found them to be in good, safe, and acceptable condition. Provided, however, that Lessee shall provide to Lessor, no later than fifteen (15) days after occupancy, a list of all deficiencies in need of correction in order to bring the leased premises into compliance with the terms of the lease. Where Lessee already occupies these premises under a prior lease, possession and occupancy under this lease shall not be deemed to occur until Lessee inspects the premises and certifies in writing to the Division of Administration that all requirements have been satisfied.

13.

Lessor further agrees to do painting and wall covering of the interior of the leased premises and all hallways and corridors associated with such premises at not less than three (3) year intervals. All costs associated with this work will be the Lessor's responsibility, including, but not limited to, moving of all furniture and equipment.

14.

Should Lessor fail to keep the leased premises in good and tenantable condition, to make any of such repairs, replacements or changes, or to do painting or wall covering within thirty (30) days after written notice from Lessee of the necessity therefore, or should Lessor commit any other breach of the lease terms and conditions, the Lessee may at its option, with approval of the Division of Administration, correct the same and deduct the cost thereof from the rental payments, or Lessee may, with approval of the Division of Administration, quit and surrender possession of the premises without further liability to Lessor hereunder, upon sixty (60) days written notice. Provided, however, that in the event of conditions requiring immediate maintenance and/or repair, including but not limited to flooding, roof leaks, failure of electrical system, etc., Lessee may at its option, and with notice to the Division of

Administration, correct the same and deduct the cost thereof from the rental payments after reasonable attempts to contact the Lessor.

15.

Lessor agrees to do at Lessor's expense such painting and other maintenance to the exterior of the building as is necessary to maintain the building in good condition and appearance. Exterior clean-up shall be maintained constantly to insure that areas outside of leased premises, including parking facilities are trash-free. All grass and weeds shall be cut weekly during growing season and otherwise as needed. Shrubberies shall be maintained in a neat condition, with pruning as necessary. Lessor shall have sole responsibility for all maintenance and repair to the heating and air conditioning systems, plumbing systems (including plumbing fixtures), sewerage disposal systems (including septic tanks), electrical systems, light fixtures (including replacement of light bulbs and fluorescent tubes), and all other equipment furnished by the Lessor.

The Lessor shall be responsible for maintaining the entire building and site in good condition throughout the term of the lease. Lessor shall make all such repairs to the premises as may become necessary because of breakage or other damages not attributable to the negligence of the Lessee, its agents, or its employees. Lessor shall be responsible for any damages to Lessee's employees, agents, invitees, visitors, and property and/or equipment that are a result of Lessor's negligence to properly maintain the premises.

16.

Any water intrusion in the building will require the following action by the Lessor:

Carpet: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of wet carpet. Excess water shall be immediately vacuumed out of the carpet. The wet carpet shall be sanitized with a chemical approved for indoor use. Area fans shall be installed until the carpet is completely dry. If carpet is not professionally dried and sanitized within 24 hours of notification of the occurrence by Lessee, all areas of wet carpet and padding must be removed and replaced with new carpet and padding to match the existing.

Walls & Ceilings: The following work shall be performed by a restoration contractor that is knowledgeable and experienced in remediation of water damaged sheetrock. All sections of walls, baseboards, insulation and ceilings subjected to water intrusion shall be removed and replaced, within 24 hours of notification of the occurrence from Lessee and finished to match existing wall within 7 calendar days. The restoration contractor shall certify that the interior wall or ceiling cavities were completely dry prior to installing the replacement sheetrock.

Ceiling Tiles: All ceiling tiles subjected to water intrusion shall be removed and replaced within 24 hours of notification of the occurrence from the Lessee. Replacement ceiling tiles shall match existing.

All communications desktop devices (intercom/paging instruments, line status indicators, computer terminals, radio/paging consoles, telephone answer-machines/consoles/sets, etc.) will be installed, maintained, and paid for by the Lessee.

Communications cable/wire shall be provided in the lease space by the Lessor. The cable/wire shall conform to a wire plan as specified in the Guideline Requirements, Specification, and Wiring Diagrams and made a part hereof.

All communications equipment (computer controllers, modems, multiplexers, telephone system controllers, etc.) will be installed, maintained, and paid for by the Lessee. The Lessor shall provide space and environment for this equipment according to the Guideline Requirements, Specifications, and Wiring Diagrams and made a part hereof. The Lessor's cable/wire shall terminate in the same space as the Lessee's equipment and will be placed according to said Guidelines requirements, Specification, and Wiring Diagrams.

The Lessor shall have the local telephone company provide a service entrance cable into the leased space. The telephone company's service cable shall terminate in the same room/space as the Lessor's inside cable/wire and have a minimum capacity of one pair of twisted copper wires per 100 square feet of lease space to be occupied. The Lessor shall provide the pathway(s) (conduit, trench, etc.) for the service cable according to the telephone company's requirements and the Guideline Specifications, Specifications, and Wiring Diagrams.

The Lessee will order and pay for, through the Office of Telecommunications Management, dial tone and data services from the telephone company. The Lessor shall provide interconnection between the telephone company's RJ21X demarc and the Lessor's wiring connection demarc.

If the lease space has elevators, the Lessor shall provide each elevator that will be used by Lessee personnel with an emergency telephone as required by building codes. All associated cable/wire shall be as specified in the Guideline Specifications, Specifications and Wiring Diagrams. Charges for this line(s) (elevator dial tone service) shall be borne by the Lessor.

18.

Lessor shall pay for all utilities such as electricity, gas, water, sewer, septic tank service, trash/garbage pickup and disposal.

19.

Complete janitorial services, including restroom and custodial supplies shall be provided by the Lessor. Lessor shall provide pest control services on a monthly basis.

20.

The parties hereto agree that no expense incurred as a result of Lessor originated changes, renovations or improvements made during the term of the lease shall be borne by the Lessee.

21.

Lessor herewith grants Lessee the right to add to or to install in the leased premises at its own expense any fixtures, appurtenances, appliances, coverings, or other such objects as Lessee may desire, provided that the installations and alterations made by Lessee do not diminish the value of the leased premises, and the right to remove at Lessee's expense upon the termination of this lease, all such fixtures, appurtenances, appliances, coverings or other improvements placed in or on the leased premises by Lessee, provided that the Lessee restores the leased premises to substantially the same condition as existed at the time of occupancy by Lessee.

22.

If, prior to the termination of this lease, through no fault, neglect or design of Lessee, the leased premises and/or said building be destroyed by fire or other casualty, or be unfit for occupancy, then this lease shall be cancelled ipso facto, unless the leased premises can be rendered fit for occupancy within one hundred twenty (120) days from the happening of such fire or other casualty and the Lessor commences the repairs to the damages within thirty (30) days of the occurrence. The Lessee shall be entitled to such reduction or remission of rent as shall be just and proportionate.

If this lease be cancelled for such cause, Lessee shall be entitled to a credit corresponding to the unexpired term of this lease, the unearned proportion of rent shall be annulled and returned to Lessee, and Lessor shall have the right to take possession of the leased premises, discharged of this lease.

If the leased premises and/or said building be only so slightly injured by fire or other casualty as not to render the leased premises unfit for occupancy, Lessor agrees that same shall be repaired with

reasonable diligence, in which event Lessee shall not be entitled to any reduction or remission of rent whatever.

23.

Lessor agrees to carry Property Insurance to the replacement cost value of the building structure. Lessee agrees to carry commercial general liability insurance of \$1,000,000 per occurrence for Bodily Injury/Property Damage claims for those incidents in which the occurrence is the result of the negligence of the lessee.

For other than intentional and/or negligent acts of the Lessee, Lessor agrees to waive rights or claims against the Lessee, its agents, or employees for any loss to the premises that arises due to force majeure, Acts of God, and other conditions outside the control of Lessee.

24.

It is agreed that any assignment of this lease or the proceeds thereof must be approved in advance of such assignment, in writing, by the appropriate party. If the request to assign is by the Lessee, such assignment must be approved by the Lessor. If the request to assign is by the Lessor, such assignment must be approved by the Commissioner of Administration. Approval of requested assignment shall not be unreasonably or arbitrarily withheld by either party. Provided, however, that the Commissioner may condition approval of an assignment of this lease or the proceeds of this lease upon receipt of reasonable assurances from assignee of his ability and willingness to assume responsibility for performance of the terms of the lease in the event of failure of performance by the assignor.

25.

It is agreed by both Lessee and Lessor that in the event the Lessee requires adjacent additional space which could not reasonably have been foreseen at the time of execution of the lease or of the exercise of Lessee's option to extend, it shall promptly notify Lessor in writing of such requirement. Lessor shall respond in writing within fifteen (15) days of receipt of such notification whether such additional space is available.

In the event such additional space is available, the Lessor shall provide such additional space on the same basis and at the same rate as for such comparable space under the then current lease.

26.

In the event the State of Louisiana provides the Lessee with adequate space in a building owned by the state or owned or leased by the Office Facilities Corporation established by LA R.S. 39:1798 et seq, the Lessor agrees to terminate said lease after sixty (60) days' notice.

27.

In the event that public funding for Lessee becomes inadequate to meet the obligations of this lease, Lessee may, with the approval of the Division of Administration, terminate the lease or reduce the space provided and the rental due by giving sixty (60) days written notice to Lessor. The rental payment due when such a reduction in space is exercised shall be on the same terms and at the same rate per square foot as for the original space under the then current lease.

28.

All notices required under this lease shall be in writing and shall be sent by United States Mail and in the case of notices to the Lessor shall be addressed as follows or in such manner as the Lessor shall from time to time make notification to the Lessee:

Parish President
St. Mary Parish Government
500 Main Street, Fifth Floor Courthouse
Franklin, LA 70538
337-828-4100, ext 500

Division of Administration
Facility Planning and Control
Real Estate Leasing Section
P. O. Box 94095, Capitol Station
Baton Rouge, LA 70804-9095

29.

Upon execution and approval of the lease, it will be the responsibility of the Lessor to have the lease or extract of lease recorded in the office of the parish recorder of the parish where the property herein leased is located.

Before any payments can be made on the lease, the Lessor must provide a certified copy of the recorded lease or extract of lease to the Real Estate Leasing Section of Facility Planning and Control.

30.

All requirements of this section shall be in accordance with the Louisiana Administrative Code, Title 33, Part III, Chapter 27, and regulations promulgated pursuant thereto.

The Lessor must provide appropriate documentation from the Architect, Engineer, or Contractor of Record of the proposed leased space that no asbestos containing building material was specified in any construction documents for the building, or, to the best of his or her knowledge, no asbestos containing building material was used in the building. This documentation must be submitted to the Office of Facility Planning and Control, Real Estate Leasing Section for submittal to the Department of

Environmental Quality, Air Quality Division for review and approval. If the documentation as mentioned above cannot be obtained, the Lessor shall conduct an asbestos inspection in accordance with LAC 33:III.2707.A of the building indicating therein locations of all materials containing more than one (1) percent asbestos, as determined by Polarized Light Microscopy. This inspection shall be performed by a Louisiana Department of Environmental Quality accredited Inspector with current accreditation. If any asbestos is detected (friable or non-friable) and allowed to remain while the building is occupied, the Lessor shall also provide an ASBESTOS MANAGEMENT PLAN WHICH HAS BEEN APPROVED BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY.

All Management Plans must be developed by a Louisiana Department of Environmental Quality accredited Management Planner and must be submitted in the format as outlined in the Department of Environmental Quality's document "Required Elements for LEA and LSPBA Management Plans". The Lessor must maintain, update, and comply with the Management Plan to keep it current with ongoing operations and maintenance, periodic surveillance, inspections, re-inspections, response action activities, and training of maintenance and custodial personnel. Any updates to the Management Plan shall be submitted to the Division of Administration for record purposes as well as updating the Management Plan located at the facility that is being leased. Failure by the Lessor to maintain, update, and comply with any required Management Plans will cause automatic termination of the lease effective three (3) months after the anniversary date of the lease.

All documentation required under this section shall be forwarded to the Division of Administration, Facility Planning and Control, Real Estate Leasing Section by the Lessor PRIOR TO OCCUPANCY OF THE LEASED SPACE BY THE STATE OF LOUISIANA.

31.

The State is not liable for any costs incurred by any Lessor prior to the statutory approval of a lease by the Commissioner of Administration in accordance with LA R.S. 39:1641(A).

32.

When requested by the State, Lessor shall execute a Subordination of Lessor's Lien with respect to equipment in favor of a third party, whenever the third party is financing the acquisition of the equipment. The State will supply the document to be executed.

IN WITNESS WHEREOF, the parties hereto have signed their names on the dates listed below, in the presence of the undersigned competent witnesses:

WITNESS:

LESSOR: ST. MARY PARISH GOVERNMENT

Printed Name: _____

BY: _____

Date: _____

Printed Name: _____

LESSEE: DEPT. OF WILDLIFE & FISHERIES

Printed Name: _____

BY: _____

Date: _____

Printed Name: _____

APPROVED:

This _____ day of _____, 2016.

**Office of the Governor
Division of Administration**

BY: _____

**Mark A. Moses, Director
Facility Planning and Control**

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

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 Mrs. Rowena Fusilier LaFleur, wife of Former Mayor Cedric LaFleur, City of Morgan City, and

WHEREAS, Mrs. LaFleur was very involved with her community and her church, and

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

WHEREAS, the St. Mary Parish Council hopes that her 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 11th day of January 2016.

APPROVED:

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

ATTEST:

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

Mr. Bennett 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, Beadle, Bennett, Fryou, Naquin, Bierhorst, Voisin, 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. Jerry Preston LaCoste, Sr., and

WHEREAS, Mr. LaCoste was a very talented carpenter and built the new “Spirit of Morgan City” trawler and still rests today on Brashear Avenue, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Mr. LaCoste, 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 11th day of January 2016.

APPROVED:

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

ATTEST:

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

Mr. Naquin moved that the following resolution be adopted. Mr. Rogers seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

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 Partial Substantial Completion from Sealevel Construction, Inc. relative to Yellow Bayou and Hanson Canal Floodgates and Levee Improvements Project.

WHEREAS, Sealevel Construction, Inc., P. O. Box 655, Thibodaux, Louisiana 70302, has partially substantially completed Yellow Bayou and Hanson Canal Floodgates and Levee Improvements Project.

NOW THEREFORE, BE IT RESOLVED by the Parish of St. Mary that the President be and he is hereby empowered, authorized and directed to execute a Certificate of Partial Substantial Completion for and on behalf of the Parish of St. Mary accepting Yellow Bayou and Hanson Canal Floodgates and Levee Improvements Project.

BE IT FURTHER RESOLVED, that he be authorized and directed to have a copy of said Certificate of Partial 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 11th day of January 2016.

APPROVED:

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

ATTEST:

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

OLD BUSINESS:

- A. Referred from the December 9, 2015 Regular Meeting – Appointment to the following Board and Commission:

Recreation District No. 7 (Centerville area) – 1 Vacancy

Edward Darce, Sr. – Present Member

Mr. Rogers moved that Edward Darce be reappointed to Recreation District No. 7 Board of Commissioners. Mr. Singleton seconded the motion, which carried.

- B. Referred from the December 9, 2015 Regular Meeting - to correct an erroneous description of property submitted by the Planning & Zoning Department from their November 16, 2015 Regular Meeting regarding the **Preliminary & Final Subdivision Approval:**

Name: Mary Alice Barras Landry, Michael Landry & Marie Landry Dupuy
Address: 3046 Hwy. 319, Cypremort Point, LA.

Parcel Id# Sec. 21 T15S R6E;

-#1034444222.00- Lot por Hwy. 319 lying adjacent to No. 66-J Moresi Estates Part 8 per Plat 89 290405 Acq. 204 306544 &

-#1034444097.00-Lot 66-J Moresi Estates Part 8 per Plat 89 290405 Acq. 204 306544 Improvements.

Zoned: Existing Neighborhood (EN1) Zoned District

PURPOSE: as shown on “Boundary Line Adjustment Plat between Lot 66J and Lot 66K of Morsei Estates –Part 8 Residential Subdivision located in Section 21, T-15S, R-6-E, St. Mary Parish, Louisiana, as prepared by Sellers & Associates, Inc., Project No. 8776-01, dated October 21, 2015.

Mr. Rogers moved Preliminary & Final Subdivision approval be granted for Mary Alice Barras Landry, Michael Landry & Marie Landry Dupuy - Address: 3046 Hwy. 319, Cypremort Point, LA. Rev. Mathews seconded the motion, which carried.

NEW BUSINESS:

A. We received the following financial statements:

St. Mary Parish Clerk of Court – year ended June 30, 2015
Centerville Volunteer Fire Company, Inc. – year ended September 30, 2014
Ward Three Marshall of the Parish of St. Mary – year ended June 30, 2015
Fairview Treatment Center – year ended June 30, 2015
Claire House – year ended June 30, 2015

B. Discussion relative to St. Mary Parish Council Regular Meeting Dates, Times and Places.

Mr. Bierhorst moved that the St. Mary Parish Council meet on the second (2nd) and fourth (4th) Wednesday of each month at 6:00 p.m. in the Parish Council Meeting Room, Fifth Floor Courthouse. Mr. Singleton seconded the motion, which carried.

C. Discussion and action relative to appointment of Advisory Budget/Finance Committee.

Mr. Bennett moved that Gabriell Beadle be appointed as Chairman and Rev. Craig Mathews be appointed as Vice-Chairman of the Advisory Budget/Finance Committee. Mr. Fryou seconded the motion, which carried.

D. Discussion and action relative to Parish Council representatives being appointed to serve on the Library Board of Control and the Acadiana Criminalistics Laboratory Board. (Steve Bierhorst was representative on Library Board and Albert Foulcard was representative on Acadiana Criminalistics Laboratory Board.)

Mr. Fryou moved that Mr. Bierhorst be appointed to serve on the Library Board of Control on the Acadiana Criminalistics Laboratory Board. Mr. Singleton seconded the motion, which carried.

E. Mayor and Council of the Town of Berwick have written – On behalf of the Town of Berwick and the Festival Committee, we extend our sincere appreciation to you for your generous sponsorship of our recent Lighthouse Festival.

F. Joyce Metoyer, Program Administrator Enterprise Zone Program has forwarded a copy of her letter written to Ms. Elaine LeBoeuf, Bollinger Shipyards Lockport, LLC relative to Enterprise Zone Contract 20081291 for Bollinger Marine Fabricators, LLC has been terminated effective July 31, 2014.

The reason for this termination is the downturn in the oilfield has had a negative impact on the shipyard industry.

G. Brenda P. Bergeron, Clerk of the Council, Iberia Parish Council has written – Enclosed please find Resolution as adopted by the Iberia Parish Council on Wednesday, December 9, 2015. This Resolution urges support of legislation to continue funding for the LSU AgCenter Offices and further requests the support of the Police Jury Association of Louisiana and all Parish governments of the State for said position.

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

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

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION

RESOLUTION URGING SUPPORT OF LEGISLATION TO CONTINUE FUNDING FOR THE LSU AGCENTER OFFICES AND FURTHER REQUESTING THE SUPPORT OF THE POLICE JURY ASSOCIATION OF LOUISIANA AND ALL PARISH GOVERNMENTS OF THE STATE FOR SAID POSITION.

WHEREAS, the St. Mary Parish Council urges and requests that the Governor, State legislators, and the Louisiana Board of Regents fully fund the LSU AgCenter (LSUAC) at the same level of State appropriations due to the critical economic development and educational services they provide in all 64 Louisiana parishes; and

WHEREAS, agricultural research developed through the Experiment Stations and delivery of research through the Cooperative Extension Service is vital and necessary to provide the technology to help farmers and ranchers provide a high quality, safe and affordable food supply for Louisiana people; and

WHEREAS, agricultural research and cooperative extension outreach is vital and necessary to provide the technology to support agricultural production and development related jobs in Louisiana, an industry worth over \$30 Billion to the Louisiana economy; and

WHEREAS, the AgCenter's off campus research stations provide core research support for Louisiana farmers and ranchers; and

WHEREAS, the AgCenter's Cooperative Extension Service is a Parish partner providing research-based information to farmers, ranchers, and citizens throughout the state through 64 parish-based offices that are provided by local government; and

WHEREAS, over 130 local police juries, consolidated governments, school boards, district attorneys and sheriffs in Louisiana are currently participating in and supporting cooperative agreements with the LSU AgCenter supporting Parish level programs; and

WHEREAS, the LSU AgCenter implements a very effective 4-H youth development program impacting over 225,000 children in all 64 parishes and this program is vital to the education and life skill development of Louisiana youth; and

WHEREAS, the AgCenter's family and consumer Science programs provide critical information to families on nutrition, healthy lifestyles, financial management, and childhood development; and

WHEREAS, through this partnership, research-based information is developed and transferred through an effective system in every parish using grass roots advisory councils that identify local needs, based on citizen involvement.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby urge the support of Legislation to continue funding for the LSU AgCenter Offices and further requests the support of the Police Jury Association of Louisiana and all Parish Governments of the State for said position.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 11th day of January 2016.

APPROVED:

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

ATTEST:

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

H. Melissa Blake, Director of Governmental Affairs, Cox Communications has written – On or about January 26, 2016, Cox Communications will start encrypting broadcast and other channel signals on Cox TV Starter on its cable system. If customers have a Cox set-top box, mini box or a retail device with a Cox CableCARD connected to each of their TVs, they will be unaffected by this change. However, if a customer is currently receiving Cox TV Starter on any TV without equipment supplied by Cox, they will lose the ability to view any channels on that TV.

Affected customers should contact Cox Communications to arrange for the equipment they need to continue receiving services.

This letter is to also inform you that effective February 3, 2016, the pricing of Cox's video services will change to reflect the increased costs of doing business.

All of our customers were notified of the new prices 30 days in advance through specific messages in their bills.

I. N. A. Hensgens, Jr. has written – December 28, 2015, I am resigning from the Wax Lake East Drainage District Board.

Mr. Hensgens will be forwarded a letter thanking him for his service on the Board of Commissioners of Wax Lake East Drainage District and the vacancy will be advertised.

J. Ann Hebert has written – I am submitting my resignation from the Board of Commissioners for St. Mary Parish Water & Sewer Commission No. 1. My state of health and my husband's state of health prohibits me from serving in the capacity expected.

Mrs. Hebert will be forwarded a letter thanking her for her service on the Board of Commissioners of St. Mary Parish Water & Sewer Commission No. 1 and the vacancy will be advertised.

K. Nicky Begnaud, Krewe of Cypremort Sippers has written that they will be holding their 19th Annual Krewe of Cypremort Sippers Mardi Gras Parade on Saturday, February 6, 2016.

As in years past, they are requesting the Parish Council waive the Open Container Ordinance for the event.

Mr. Rogers moved that the Open Container Ordinance be waived for Krewe of Cypremort Sippers' 19th Annual Parade on Saturday, February 6, 2016. Mr. Hidalgo seconded the motion, which carried. Rev. Mathews abstained.

L. Appointments to the following Boards and Commissions:

St. Mary Parish Water & Sewer Commission No. 4 (Charenton Area) – 1 Vacancy

Herbert Bell

Recreation District No. 6 (Baldwin, Jeanerette & Charenton Area) – 1 Vacancy

Tammie W. Moore – Present Member

Fire Protection District No. 3 (Amelia Area) – 1 Vacancy

Royal L. Young, Jr.

Recreation District No. 1 (Amelia Area) – 1 Vacancy

No applications received.

St. Mary Parish Water & Sewer Commission No. 2 (Bayou Vista Area) – 1 Vacancy

N. A. “Tony” Hensgens, Jr. – Present Member

Rev. Mathews moved that Herbert Bell be appointed to St. Mary Parish Water & Sewer Commission No. 4 Board of Commissioners. Mr. Ina seconded the motion, which carried.

Rev. Mathews moved that Tammie W. Moore be reappointed to Recreation District No. 6 Board of Commissioners. Mr. Ina seconded the motion, which carried.

Mr. Fryou moved that Royal L. Young, Jr. be appointed to Fire Protection District No. 3 Board of Commissioners. Mr. Singleton seconded the motion, which carried.

Mr. Hidalgo moved that N. A. “Tony” Hensgens, Jr. be reappointed to Water & Sewer Commission No. 2 Board of Commissioners. Mr. Singleton seconded the motion, which carried.

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

Lisa C. Morgan, Clerk

Kevin Voisin, Chairman