

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

JULY 8, 2015
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman Kevin Voisin presiding and the following members present: Charles Middleton, David Hanagriff Glen Hidalgo, Ken Singleton, Logan Fromenthal, Dr. Tim Tregle, Sterling Fryou, Steve Bierhorst and Albert Foulcard. Absent were Lionel Metz and Steve Bierhorst.

Mr. Singleton pronounced the Invocation and Mr. Fromenthal led the Pledge of Allegiance.

Mr. Fromenthal moved that the reading of the minutes of the Second Regular Meeting, June 24, 2015 be dispensed with and that the same be approved. Mr. Fryou seconded the motion, which carried.

Mark Ruffin, Assistant Coach, Franklin Senior High School and the AAU Track Team appeared before the Parish Council to comment on their Indoor and Outdoor State Runner-up status in the State.

Dianna Alexander, VFW 300 Ninth St., Franklin appeared before the Parish Council to inform that on the weekend of July 4, 2015 she was the representative for the 10016 and 4201 Post.

Mrs. Alexander also informed the Council of the 50th Celebration for the Vietnam Veterans.

Gus Boderlon, a representative of Progressive Waste Solution appeared before the Parish Council to thank the Council for the past several years for an opportunity to service St. Mary Parish and requested that the Council consider their proposal for renewal of their contract.

Roddie Matherne, a representative of Pelican Waste & Debris, LLC of Houma, appeared before the Parish Council to comment relative to their waste company and to request that the Council consider their proposal for the collection and disposal of Residential Solid Waste and Institutional Solid Waste in the Parish.

Mr. Fryou moved that the Parish Council go into Executive Session to discuss the following:

Pursuant to the provisions of R.S. 42:17, to receive oral report from legal counsel, discuss below noted matter and act, in open session, if necessary, in the matter styled:

Re: Oil Spill by the Oil Rig "Deep-water Horizon" Bearing docket number 2179, Section J, United State District Court, District of Louisiana. Mr. Singleton seconded the motion, which carried.

Mr. Fromenthal moved that the Parish Council reconvene the First Regular Meeting. Mr. Singleton seconded the motion, which carried.

Mr. Duplantis, Legal Advisor informed that the exact amount of the settlement is under a confidential order by the Federal Court at this time. (The settlement amount is anticipated to be received by July 15, 2015.)

Mr. Duplantis stated that the resolution is authorizing the Parish President to sign the settlement documents.

Mr. Foulcard moved that the following resolution be adopted. Mr. Singleton seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Messrs. Middleton, Hanagriff, Hidalgo, Singleton, Fromenthal, Dr. Tregle, Messrs. Fryou, Foulcard and Voisin

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Metz and Bierhorst

RESOLUTION

A resolution of the St. Mary Parish Council in the State of Louisiana accepting a full and final settlement of all claims against BP and others resulting from the Deepwater Horizon Oil Spill, authorizing the executive and delivery of a general release and other necessary documents and providing an immediately effective date.

BE IT RESOLVED, by the St. Mary Parish Council in the State of Louisiana that the St. Mary Parish Council hereby accepts BP's offer to pay the amount of \$_____ for the St. Mary Parish Council economic losses and as full and final settlement of all claims against BP and others resulting from the Deepwater Horizon Oil Spill; and

BE IT FURTHER RESOLVED that the Parish President of St. Mary Parish is authorized and directed to execute and deliver to BP a general release, in the form attached hereto (the "Release"), of all damages resulting from or associated with the Deepwater Horizon Oil Spill, in favor of BP and all entities associated with that incident as listed in the attached Release, which form and substance are hereby approved; and

BE IT FURTHER RESOLVED that the execution of the Release shall be deemed conclusive evidence of the approval and acceptance of the Release.

THIS RESOLUTION shall take effect immediately upon its execution.

RESOLVED, PASSED, APPROVED AND ADOPTED this 8th day of July, 2015.

APPROVED:

s/g **Kevin Voisin**

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

ATTEST:

s/g **Lisa C. Morgan**

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

Mr. Naquin, Parish President informed that Duval Arthur, OEP Director received a call from GOSEPH.

Mr. Naquin stated that GOSEPH and CPRA will be meeting with Governor Jindal on Thursday, July 9, 2015 to discuss the diversion of approximately 6% more water into the Atchafalaya River.

Mr. Naquin also informed that a High Water Inspection will be held in August 2015.

Mr. Naquin informed that approval was received from Facility Planning for Improvements to Wilson Landing. (Bids will be let in the near future.)

Henry "Bo" LaGrange, Chief Administrative Officer presented his department's report for a two (2) week period ending July 8, 2015. (All items are informational.)

Mr. LaGrange commented relative to Item 2 which stated, "The Federal Emergency Management Agency (FEMA) has written to advise that in order to ensure proper due process, FEMA Region 6 is re-releasing a comprehensive set of revised preliminary materials and will initiate a new statutory 90 day appeal period for all communities within the Parish where updated flood hazard determinations are proposed. It has submitted the revised preliminary FIRM panels and Flood Insurance Study Report for St. Mary Parish. After publications in the Federal Register have occurred, FEMA will initiate a statutory 90-day appeal period for certain communities with St. Mary Parish. After the 90-day appeal period and 30-day comment periods have ended and we have addressed all appeals and comments, we will initiate final preparation of the FIRMS and the FIS Report. This will become effective approximately seven to ten months later."

Dr. Tregle moved that the Public Hearing Report - June 24, 2015 be approved. Mr. Foulcard seconded the motion, which carried.

Mr. Foulcard introduced the following ordinance:

ORDINANCE NO.

An ordinance authorizing the President of St. Mary Parish to execute a lease agreement between St. Mary Parish and State of Louisiana, Division of Administration.

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

SECTION 1. The St. Mary Parish Council does hereby authorize the President to execute a lease agreement between St. Mary Parish and State of Louisiana, Division of Administration, on the terms and conditions as contained in the lease, a copy of which is attached hereto and made a part hereof.

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

This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 8th day of July 2015; having been published in accordance with law.

STATE OF LOUISIANA

AGENCY LEASE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE
851

LEASE CONTRACT NO.

This contract of lease entered into on this 22nd of July 2015, by and between:

Name of Business/Person:
Administration

State of Louisiana, Division of

Address:

P. O. Box 44124
Baton Rouge, LA 70804

Name of Agent:

Spencer Robinson

Title of Agent: Public Land Administrator

hereinafter referred to as "LESSOR", and

Name of Business/Person: St. Mary Parish Council

Address: 5th Floor Courthouse
Franklin, LA 70538

Name of Agent:
(if applicable)

Title of Agent:
(if applicable)

hereinafter referred to as "LESSEE".

This lease will become binding on LESSOR only after execution by LESSOR and delivery to LESSEE. Deposit of LESSEE'S first rental payment into any account of LESSOR does not constitute acceptance of this lease by LESSOR.

AUTHORITY

By virtue of the provisions of LR.S 41:1291 et seq., and upon the terms, conditions and considerations hereinafter set forth, LESSOR does hereby lease and let unto LESSEE, without any warranty of title whatsoever, the following described property owned by the State of Louisiana, and situated in the Parish of St. Mary, to wit:

PROPERTY

A certain tract of State owned land identified as Campsite Lot No. 9, Grand Avoille Cove Campsite Area, located in the former bed of Grand Avoille Cove in front of Section 9, T13S, R9E, Louisiana Meridian, and more fully shown on the attached plat(s).

hereinafter referred to as "the property".

TERM

This lease is granted for an initial term of ten (10) years, commencing on July 22, 2015 and ending on July 22, 2025. Lease may be extended upon mutual agreement between LESSOR and LESSEE.

PURPOSE

It is understood and agreed that this lease is made and executed by LESSOR to LESSEE for the sole purpose of a public boat launch and a public parking area on "the property".

RENTAL

1. The rental payment constituting the consideration of this lease is the price and sum of Four Hundred Fifty-Three and 00/100 --(\$453.00)-- Dollars.

2. The rental paid by LESSEE to LESSOR shall be an annual rental with the first rental being due and payable on or before the date this lease commences and on or before the same day of each year thereafter.

3. In the event of late payment and at LESSOR'S option, LESSEE may be granted up to an additional thirty (30) days to make payment. During this thirty (30) day period, any late rental payments tendered by LESSEE must include an additional late penalty payment equal to the annual rental. At LESSOR'S option, rental payments tendered more than thirty (30) days following the due date may be accepted. Acceptance of late payments does not alter the terms of this lease. For payments sent by US Postal Services, the date postmarked is deemed the date tendered.

4. LESSOR reserves the right, at LESSOR'S sole option, to annually adjust the rental to reflect any newly adopted and promulgated rules and regulations. Any renewal shall reflect the percentage of increase or decrease in the cost of living index as established by the

Consumer Price Index for Urban Wage Earners and Clerical Workers published by the Bureau of Labor Statistics of the U.S. Department of Labor or any revision or equivalent of any such index published by the U.S. Government, which has occurred from date of this instrument to the date of adjustment provided however, that in no event shall consideration of such renewal be less than the consideration paid herein for the original term.

IMPROVEMENTS

LESSEE shall not make any improvements, additions, alterations or reconstructions of any nature whatsoever to "the property", without prior written permission of LESSOR. However, LESSOR will not place unreasonable restraint on improvements appropriate to lawful use of "the property" as described herein under Purpose: nor for improvements required to comply with all federal, state and local rules, regulations and ordinances as cited herein under Conditions.

CONDITIONS

1. This lease is granted subject to all existing surface leases, mineral leases, servitudes, rights-of-way, permits or any other contracts, whether recorded or unrecorded, affecting "the property".

2. LESSEE shall comply with all federal, state and local rules, regulations and ordinances for sewer, sanitation, fire, safety and any other regulated activities and provide our office with proof of compliance, upon request.

3. LESSEE agrees to use "the property" as a good and careful administrator. This includes maintaining "the property" in a neat, clean and orderly manner at all times. No hazardous waste materials shall be placed or stored by LESSEE on or under "the property".

4. Underbrush may be cleared from "the property" but no trees over 6" in diameter may be cut on "the property" without prior approval of LESSOR.

RESERVATIONS

LESSOR reserves the full use and enjoyment of "the property", both surface and subsurface, for any and all purposes except those particular uses granted hereinabove to LESSEE. LESSOR'S reservation includes, but is not limited to the following rights:

1. LESSOR reserves all rights of whatever nature and kind in and to all minerals on or under "the property". These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, drilling, mining, production, development, storage and transportation of all oil, gas, sulphur and other minerals, on or under "the property" or any other lands under the control of LESSOR.
2. LESSOR reserves all rights of whatever nature and kind in and to all other surface or subsurface uses of "the property". These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, mining, production and development of all sand, gravel or shell deposits; issuance of servitudes and rights-of-way; and issuance of permits and leases.
3. LESSOR reserves all rights of whatever nature and kind in and to all timber and forest products on "the property". These rights include, but are not limited to, rights of access; management and/or removal of timber and forest products.

LESSOR may exercise the rights reserved herein without LESSEE'S consent, so long as those rights granted do not prohibit LESSEE'S use of "the property" or damage improvements made by LESSEE. LESSEE hereby expressly agrees and declares that LESSOR shall not be liable to LESSEE for damages resulting from the exercise of any rights reserved herein.

ASSIGNMENT/SUBLEASE

This agreement shall be binding upon LESSOR and LESSEE, their respective successors and assigns. This lease may not be assigned, subleased or otherwise transferred in whole or in part without the prior written permission of LESSOR, provided, however, that such consent shall not be necessary in the event of a transfer of the lease resulting from a corporate merger, consolidation or change of name of LESSEE.

HOLD HARMLESS

LESSEE accepts "the property" in its present condition, and LESSOR shall not be responsible for damage of any kind to any person or property arising out of or resulting from LESSEE'S use of "the property". LESSEE further agrees to indemnify and to hold LESSOR harmless against any loss or liability for injury to or death of persons or damage to property of others, including costs and expenses incident thereto, arising wholly or in part from or in connection with the condition, use or existence of "the property" or any of the rights granted herein, except and wherein such damage or loss resulted directly from LESSOR'S (or its assigns) exercise of rights cited herein under Reservations. LESSEE will, at LESSOR'S request, appear and defend any suit arising from any such loss or liability at its own sole cost and expense and will pay any judgement that may be entered against LESSOR therein when said suit is finally determined for such loss or liability resulting from LESSEE'S use of "the property".

LIABILITY INSURANCE

LESSEE is required to maintain One Million and 00/100 (\$1,000,000.00) Dollars of liability insurance at all times that this lease is in effect.

TERMINATION/CANCELLATION

1. Should LESSEE at any time violate any of the conditions of this lease, or discontinue the use of "the property", payments or other expenses assumed under this lease, LESSOR shall have the option to immediately cancel this lease without putting LESSEE in default, LESSEE to remain responsible for all damages or losses suffered by LESSOR, LESSEE hereby assenting thereto and expressly waiving the legal notices to vacate "the property".

2. Should LESSEE at any time use "the property" or any portion thereof for any illegal or unlawful purpose, or should LESSEE commit, or permit or tolerate the commission of any act which upon conviction is punishable by imprisonment under the laws of the United States or the State of Louisiana, the remedies set forth in the preceding paragraph shall be available to LESSOR immediately without necessity of giving any written notice or any other notice to LESSEE.

3. It is understood and agreed that should it be determined that "the property" covered by this lease is required for a public purpose by the State, LESSEE shall be so notified by writing and this lease shall be cancelled and terminated and "the property" surrendered ninety (90) days from the date of receipt of said notice.

4. LESSEE may surrender this lease at any time, either during the original term or any extension of the original term by giving written notice to LESSOR. If LESSEE had previously recorded this lease in the parish conveyance records, then LESSEE shall file a written release in the parish conveyance records and shall provide LESSOR a certified copy thereof. Surrender of this lease shall not affect any existing obligations of the LESSEE or relieve the LESSEE of any obligations previously incurred.

5. Upon termination of this lease, LESSEE will ipso facto forfeit any right of recourse against LESSOR for return of all or part of the consideration paid.

6. In the event of cancellation or termination for any reason, LESSEE or its assigns hereby agrees to remove at their sole risk, cost and expense, any or all constructions or obstacles and to restore "the property" to its original condition within ninety (90) days of lease termination. In the event LESSEE fails to remove all construction from "the property" within 90 days of lease termination, then LESSOR will acquire ownership of the constructions and owes nothing to LESSEE. Should LESSOR undertake the removal of any or all constructions or obstacles and restoration of "the property" by reason of LESSEE or its assigns, failure or refusal to do so, then LESSEE and its assigns expressly consent and agree to reimburse LESSOR for the full costs incurred for such removal and restoration.

7. Should LESSOR allow or permit LESSEE to remain on "the property" after the expiration or termination of this lease, this shall not be construed as a reconduction of this lease.

EFFECT OF LAW

The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of law; but in reference to matters not provided herein, this lease shall be governed by the laws of the State of Louisiana.

THUS, DONE, EXECUTED, AND SIGNED, at Baton Rouge, Louisiana, in triplicate, on the 22nd day of July, 2015.

WITNESSES:

STATE OF LOUISIANA, STATE LAND OFFICE

Printed Name Lynn Henderson

BY: _____
SPENCER ROBINSON LESSOR
PUBLIC LANDS ADMINISTRATOR

ST. MARY PARISH COUNCIL

Printed Name _____

BY: _____
PAUL P. NAQUIN, JR. LEESE
PARISH PRESIDENT

Following lengthy discussion by several Council members and the auditing firms, Dr. Tregle provided the Parish Council with estimated costs for audits from surrounding parishes with approximately the same population of St. Mary Parish.

Dr. Tregle also provided the Parish Council with information pertaining to payments made in 2010 – 2014, inclusive for financial planning, audit review and/or budget discussion which totaled approximately \$140,000+ per year.

Several Council members expressed their stance (in favor of and in opposition) in regard to the proposed ordinance requiring the St. Mary Parish Council and all public bodies under the jurisdiction of the St. Mary Parish Council to invite and advertise for requests for proposals for professional services before awarding such.

Dr. Tregle moved that an ordinance requiring the St. Mary Parish Council and all public bodies under the jurisdiction of the St. Mary Parish Council to invite and advertise for requests for proposals for professional services before awarding such be adopted with the following amended deletions and change, respectfully: Architectural services (\$10,000.00), Engineering services (\$10,000.00), Insurance services (\$10,000.00), Legal services (\$10,000.00), Medical services (\$10,000.00); Change in Section 3. No contract for professional services as defined by this ordinance shall be awarded for a period exceeding five (5) years and Section 4. If the contract is not awarded to the lowest responsible Proposal, a written reason for awarding the contract to a different bidder must be submitted to the Clerk of the Council prior to the engagement of the contract. Mr. Hanagriff seconded the motion, which carried by the following 7-2-0-2 Roll Call vote:

YEAS: Messrs. Hanagriff, Hidalgo, Singleton, Fromenthal, Dr. Tregle, Messrs. Fryou and Voisin

NAYS: Messrs. Middleton and Foulcard

ABSTAIN: None

ABSENT: Messrs. Bierhorst and Metz

Dr. Tregle moved that amended ordinance requiring the St. Mary Parish Council and all public bodies under the jurisdiction of the St. Mary Parish Council to invite and advertise for requests for proposals for professional services before awarding such be adopted. Mr. Hanagriff seconded the motion, which failed by the following 4-5-0-2 Roll Call vote:

YEAS: Messrs. Hanagriff, Hidalgo, Dr. Tregle and Voisin

NAYS: Messrs. Singleton, Fromenthal, Fryou, Foulcard and Middleton

ABSTAIN: None

ABSENT: Messrs. Bierhorst and Metz

Mr. Hidalgo moved that the following resolution be adopted. The Council seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Messrs. Hidalgo, Singleton, Fromenthal, Dr. Tregle, Messrs. Fryou, Foulcard, Voisin, Middleton and Hanagriff

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Bierhorst and Metz

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in his Infinite mercy and goodness has seen fit to remove from our midst, Mrs. Irene Templet Fromenthal, mother of Council Member Logan Fromenthal, and

WHEREAS, Mrs. Fromenthal was a woman of faith and was devoted to her family and loved ones, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Mrs. Fromenthal, 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 8th day of July 2015.

APPROVED:

s/g **Kevin Voisin**

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

ATTEST:

s/g **Lisa C. Morgan**

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

Mr. Singleton moved that the following resolution be adopted. The Council seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Messrs. Singleton, Fromenthal, Dr. Tregle, Messrs. Fryou, Foulcard, Voisin, Middleton, Hanagriff and Hidalgo

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Bierhorst and Metz

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in his Infinite mercy and goodness has seen fit to remove from our midst, Mrs. Elizabeth Morey Fleury Romero, and

WHEREAS, Mrs. Romero was a woman of faith and was very active in her community, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Mrs. Romero, 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 8th day of July 2015.

APPROVED:

s/g **Kevin Voisin**

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

ATTEST:

s/g **Lisa C. Morgan**

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

Mr. Foulcard moved that the following resolution be adopted. Mr. Fryou seconded the motion, which carried by the following 8-0-0-3 Roll Call vote:

YEAS: Mr. Fromenthal Dr. Tregle, Messrs. Fryou, Foulcard, Voisin, Middleton, Hanagriff, Hidalgo

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Bierhorst, Metz and Singleton

RESOLUTION

A resolution authorizing Paul P. Naquin, Jr., the President of the Parish of St. Mary to execute a contract with Byron E. Talbot Contractor, Inc. relative to Access Roadway Improvements – Harold J. “Babe” Landry Landfill, Berwick, LA.

BE IT RESOLVED, that Paul P. Naquin, Jr., 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 Byron E. Talbot Contractor, Inc., P. O. Box 5658, Thibodaux, Louisiana 70302 relative to Access Roadway Improvements – Harold J. “Babe” Landry Landfill, Berwick LA.,

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 8th day of July 2015.

APPROVED:

s/g Kevin Voisin

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

ATTEST:

s/g Lisa C. Morgan

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

Mr. Fryou moved that the following resolution be adopted. Mr. Foulcard seconded the motion, which carried by the following 8-0-0-3 Roll Call vote:

YEAS: Dr. Tregle, Messrs. Fryou, Foulcard, Voisin, Middleton, Hanagriff, Hidalgo and Fromenthal

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Bierhorst, Metz and Singleton

RESOLUTION

A resolution authorizing Paul P. Naquin, Jr., the President of the Parish of St. Mary to execute a contract with Byron E. Talbot Contractor, Inc. relative to Roadway and Drainage Improvements to Jones Drive Project.

BE IT RESOLVED, that Paul P. Naquin, Jr., 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 Byron E. Talbot Contractor, Inc., P. O. Box 5658, Thibodaux, Louisiana 70302 relative to Roadway and Drainage Improvements to Jones Drive Project, with said Agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of July 2015.

APPROVED:

s/g Kevin Voisin

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

ATTEST:

s/g Lisa C. Morgan

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

Mr. Fromenthal moved that the following resolution be adopted. Mr. Fryou seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Messrs. Fryou, Foulcard, Voisin, Middleton, Hanagriff, Hidalgo, Singleton, Fromenthal, and Dr. Tregle

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Bierhorst and Metz

RESOLUTION

A resolution authorizing Paul P. Naquin, Jr., the President of the Parish of St. Mary to execute a Professional Services Agreement with The W. L. Gaiennie Company for Technical Assistance Services relative to St. Mary Office of Economic Development.

BE IT RESOLVED, that Paul P. Naquin, Jr., 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 Professional Services Agreement with The W. L. Gaiennie Company for Technical Assistance Services relative to St. Mary Office of Economic Development, 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 8th day of July 2015.

APPROVED:

s/g Kevin Voisin

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

ATTEST:

s/g Lisa C. Morgan

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

Mr. Singleton moved that the following resolution be adopted. Mr. Fryou seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Messrs. Foulcard, Voisin, Middleton, Hanagriff, Hidalgo, Singleton, Fromenthal, Dr. Tregle and Mr. Fryou

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Bierhorst and Metz

RESOLUTION

A resolution authorizing Paul P. Naquin, Jr., the President to negotiate and execute a Contract for the Collection and Disposal of Residential Solid Waste in St. Mary Parish, Louisiana.

BE IT RESOLVED, that Paul P. Naquin, Jr., President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to negotiate and execute a Contract with Pelican Waste & Debris, LLC. of Houma, Louisiana relative to the Collection and Disposal of Residential Solid Waste in St. Mary Parish, Louisiana and unincorporated areas, with said Contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of July 2015.

APPROVED:

s/g Kevin Voisin

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

ATTEST:

s/g Lisa C. Morgan

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

Mr. Fryou moved that the following resolution be adopted. Mr. Middleton seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Messrs. Foulcard, Voisin, Middleton, Hanagriff, Hidalgo, Singleton, Fromenthal, Dr. Tregle and Mr. Fryou

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Metz and Bierhorst

RESOLUTION

A resolution authorizing Paul P. Naquin, Jr., the President to negotiate and execute a Contract for the Collection and Disposal of Institutional (Commercial Dumpsters) Solid Waste in St. Mary Parish, Louisiana.

BE IT RESOLVED, that Paul P. Naquin, Jr., President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to negotiate and execute a Contract with Pelican Waste & Debris, LLC. of Houma, Louisiana relative to the Collection and Disposal of Institutional (Commercial Dumpsters) Solid Waste in St. Mary Parish, Louisiana, with said Contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of July 2015.

APPROVED:

s/g Kevin Voisin

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

ATTEST:

s/g Lisa C. Morgan

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

Mr. Foulcard moved that the following resolutions be adopted. Mr. Fryou seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Messrs. Voisin, Middleton, Hanagriff, Hidalgo, Singleton, Fromenthal, Dr. Tregle,
Messrs. Fryou and Foulcard

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Metz and Bierhorst

RESOLUTION

A resolution providing for the approval and authorization for Change Order No. 1 relative to Patch and Overlay of Centerville Bridge Road.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Elliott Construction, LLC, 601 Loire Avenue Ste. F, Lafayette, Louisiana, 70507, relative to Patch and Overlay of Centerville Bridge Road, and

WHEREAS, the items as shown on Change Order No. 1 will result in a decrease of \$10,169.14 in the contract price.

NOW, THEREFORE BE IT RESOLVED, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 1 covering a decrease of \$10,169.14 in the contract for Patch and Overlay of Centerville Bridge Road.

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

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of July 2015.

APPROVED:

s/g Kevin Voisin

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

ATTEST:

s/g Lisa C. Morgan

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

RESOLUTION OF ACCEPTANCE

A resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Elliott Construction, LLC relative to Patch and Overlay of Centerville Bridge Road.

WHEREAS, Elliott Construction, LLC, 601 Loire Avenue Ste. F, Lafayette, Louisiana, 70507, has substantially completed Patch and Overlay of Centerville Bridge Road.

NOW THEREFORE, BE IT RESOLVED by the Parish of St. Mary that the President be and he is hereby empowered, authorized and directed to execute a Certificate of Substantial Completion for and on behalf of the Parish of St. Mary accepting Patch and Overlay of Centerville Bridge Road.

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

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of July, 2015.

APPROVED:

s/g Kevin Voisin

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

ATTEST:

s/g Lisa C. Morgan

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

RESOLUTION

A resolution authorizing Paul P. Naquin, Jr., the President of St. Mary Parish to execute an Agreement with Acadiana Area Human Services District for the period of July 1, 2015 to June 30, 2016 relative to Fairview Treatment Center.

BE IT RESOLVED, that Paul P. Naquin, Jr., President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Agreement with Acadiana Area Human Services District for the period of July 1, 2015 to June 30, 2016 relative to Fairview Treatment Center, 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 8th day of July 2015.

APPROVED:

s/g Kevin Voisin

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

ATTEST:

s/g Lisa C. Morgan

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

OLD BUSINESS:

- A. Referred from the June 24, 2015 Regular Council Meeting - Mr. Middleton to request an allocation of \$500 from the Wards 1, 2, 3, 4, 7 & 10 3/10% Sales Tax Fund for the St. Joseph Community Summer Enrichment Program.

Mr. Middleton moved that funds in the amount of \$500 be allocated from Wards 1, 2, 3, 4, 7 & 10 3/10% Sales Tax Fund for the St. Joseph Community Summer Enrichment Program. Mr. Hanagriff seconded the motion, which carried.

NEW BUSINESS:

- A. We received the following financial statements:

St. Mary Parish Assessor – year ended December 31, 2014

- B. Becky Soprano, Office Administrator of Waterworks District No. 5 has written – Mr. Jack Benedetto has passed away on May 20, 2015.

The vacancy will be advertised.

- C. Jacki Ackel has written to request financial assistance from the Parish Council for the Berwick Lighthouse Festival to be held the weekend of October 2 – 4, 2015.

We are now planning our second event, only this year we are expanding it to a 3 day Festival.

Our request to the Parish Council is assistance in the amount of \$5,000.00

Mr. Fryou moved that funds in the amount of \$4,000 be allocated for the Berwick Lighthouse Festival to be held the weekend of October 2-4, 2015. Mr. Fromenthal seconded the motion, which carried.

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

s/g Lisa C. Morgan

s/g Kevin Voisin

Lisa C. Morgan, Clerk

Kevin Voisin, Chairman