

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

JUNE 22, 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, Dale Rogers, Glen Hidalgo, Ken Singleton, Gabriel Beadle, James Bennett, Jr., Sterling Fryou and Paul P. Naquin, Jr. Absent were J Ina and Steve Bierhorst.

The Invocation was pronounced by Mr. Rogers and the Pledge of Allegiance was led by Mr. Hidalgo.

Mr. Fryou moved that the reading of the minutes of the First Regular Meeting, June 8, 2016, be dispensed with and that the same be approved. Mr. Naquin seconded the motion, which carried.

Subraj Singh, 7028 Hwy. 182 E. Morgan City, d/b/a Bayou Vista Food Mart located at 345 Southeast Boulevard in Bayou Vista appeared before the Parish Council to discuss the revocation of his Full Liquor License issued on March 23, 2016.

Mr. Singh informed the Council of a detailed list of funds spent to obtain local and state liquor licenses.

Mr. Hidalgo stated that he has spoken to Pastor Steve Kelly of the Bayou Vista Baptist Church and the Bayou Vista Central Park Director, Stan Robison which is located within 300 feet of the Bayou Vista Food Mart and they expressed their opposition to the business selling alcoholic beverages at that location.

Mr. Hidalgo explained that the license was revoked due to the 300 ft. requirement of a church, synagogue, public library, public playground or school.

Ella Hamilton 132 Third St., Franklin appeared before the Parish Council on behalf of Dr. Gail Hamilton to report on the Project Connect meeting held on Monday, June 20, 2016 at Franklin Jr. High School.

Mrs. Hamilton stated that the Adolescent Youth Development Community Forum was a huge success with approximately 90 people in attendance.

Mrs. Hamilton stated that groups were divided into Health, Education, Communication and Business which expressed their input and/or solutions regarding the quality of life issues that face our young people.

Mr. Hanagriff expressed his views on the number of teenage pregnancies and sexually transmitted diseases in St. Mary Parish.

Mr. Hanagriff stated that he is looking forward to working with Dr. Hamilton on these issues.

Rev. Mathews also expressed his views on the matter and encouraged all area agencies, CEOs, Parish Council, Parish President, etc. to pledge their support and effort in regard to solutions regarding the quality of life issues that face our young people.

Gregory Williams, 518 Prairie Road North, Verdunville appeared before the Parish Council to discuss issues relating to problems being experienced in the Parish.

Nelson and Denice Abraham, 118 Easy St., Franklin appeared before the Council to discuss problems being experienced with trees along the right-of-way along the roadway near their home.

Following Mrs. Abraham explanation of their experiences, Mr. LaGrange stated that the matter will be researched and the Abrahams will be advised of his findings at a later date.

Mr. Hanagriff, Parish President reported that he, Bill Hidalgo, St. Mary Levee District, Mayor Grizzaffi, Tim Matte and Mayor Ratcliff attended the Change of Command ceremony for the Corps of Engineers in New Orleans, LA on Tuesday, June 21, 2016.

Mr. Hanagriff stated that Col. Richard "Rick" Hansen is the outgoing Commander and will soon leave for Afghanistan where he will head a security unit.

Mr. Hanagriff stated that Col. Michael Clancy will assume his role as the district's 63<sup>rd</sup> Commander for 3 years.

In regard to the economic status of St. Mary Parish, Mr. Hanagriff stated that he will inform the Public Entities (Sub-districts) of the Parish that effective immediately until year-end 2016 he is declaring a freeze on salary increases to the employees. (Letters will be forwarded to the Sub-districts notifying of the intent.)

Henry "Bo" LaGrange, Chief Administrative Officer presented his report for a two (2) week period ending June 22, 2016. (All items in Mr. LaGrange's report are informational.)

Mr. LaGrange commented relative to a resolution included in the Council's packet pertaining to the adoption of the HUD Section 8 Program 2016 Annual Plan.

Rev. Mathews moved that the agenda be expanded to adopt a resolution pertaining to the adoption of the HUD Section 8 Program 2016 Annual Plan. Mr. Hidalgo seconded the motion, which carried.

Rev. Mathews moved that the agenda be expanded to adopt a resolution pertaining to the adoption of the HUD Section 8 Program 2016 Annual Plan. Mr. Hidalgo seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Ina and Bierhorst

## **RESOLUTION**

### **Resolution Pertaining to the Adoption of the HUD Section 8 Program 2016 Annual Plan**

#### **ST. MARY PARISH GOVERNMENT HUD SECTION 8 HOUSING CHOICE VOUCHER PROGRAM**

**WHEREAS**, the St. Mary Parish Government operates a HUD Section 8 Housing Choice Voucher Program through its St. Mary Parish Housing Office (SMPHO), and

**WHEREAS**, the requirements of the Housing Reform Act (QHWRA) of 1998, in part require HUD housing agencies to prepare an Agency Plan which is comprised of a 5-Year Plan plus an Annual Plan which is to be prepared each year, and

**WHEREAS**, in July 2015, in order to comply and properly implement the Section 8 Housing Program requirements of the Housing Reform Act (QHWRA) of 1998, the SMPHO developed, and the Parish Council adopted a 5 Year Agency Plan for the years FY 2015 – 2019, all in compliance with the guidelines of QHWRA, and

**WHEREAS**, in order to further comply and properly implement the Section 8 Housing Program requirements of the Housing Reform Act (QHWRA) of 1998, the SMPHO has updated the Annual Plan for 2016, in compliance with the guidelines of QHWRA, and

**WHEREAS**, the Section 8 Program Annual Plan for 2016, has been open and available for public review since March 30, 2016, and presented to the public at a Public Hearing on May 25, 2016.

**NOW THEREFORE BE IT RESOLVED**, that the St. Mary Parish Council meeting in session on June 22, 2016, in order to comply and properly implement the Section 8 Housing Choice Voucher Program requirements of the Housing Reform Act (QHWRA) of 1998, does hereby adopt the St. Mary Parish Government HUD Section 8 Housing Choice Voucher Program Annual Plan for 2016, and authorizes Mr. David Hanagriff, St. Mary Parish President, to sign all documents necessary for the full implementation and compliance of the Parish Program with HUD requirements, and

**BE IT FURTHER RESOLVED**, that the St. Mary Parish Council meeting in session on June 22, 2016, does hereby authorize Mr. David Hanagriff, St. Mary Parish President, and the St. Mary Parish Housing (SMPHO) staff, to formulate any further revisions to the Annual Plan for 2016 as necessary to achieve the full implementation and compliance of the Parish Program with the HUD/QHWRA requirements.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this 22<sup>nd</sup> day of June, 2016.

**APPROVED:**

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

**ATTEST:**

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

Mr. Singleton moved that the Public Hearing Report, June 8, 2016 be approved. Mr. Rogers seconded the motion, which carried.

Mr. Rogers introduced the following ordinance:

**ORDINANCE NO.**

An Ordinance declaring an abandonment of a portion of the Right-of-Way on Michael Street in Centerville, Louisiana.

**BE IT ORDAINED** by the St. Mary Parish Council:

**SECTION 1.** The St. Mary Parish Council is the grantee of a right-of-way on, over, and across the 25' X 50' section of land as outlined on Exhibit A, Plan of Land Showing Property of Ben W. Legnon & Lillie Prejean Legnon – Michael Subdivision by T. F. Kramer, Civil Engineer & Surveyor, dated September 8, 1958.

**SECTION 2.** The St. Mary Parish Council has no further need or use for said portion of right-of-way or right-of-use and does hereby release, relinquish, and abandon any and all interests which it has or may have thereto.

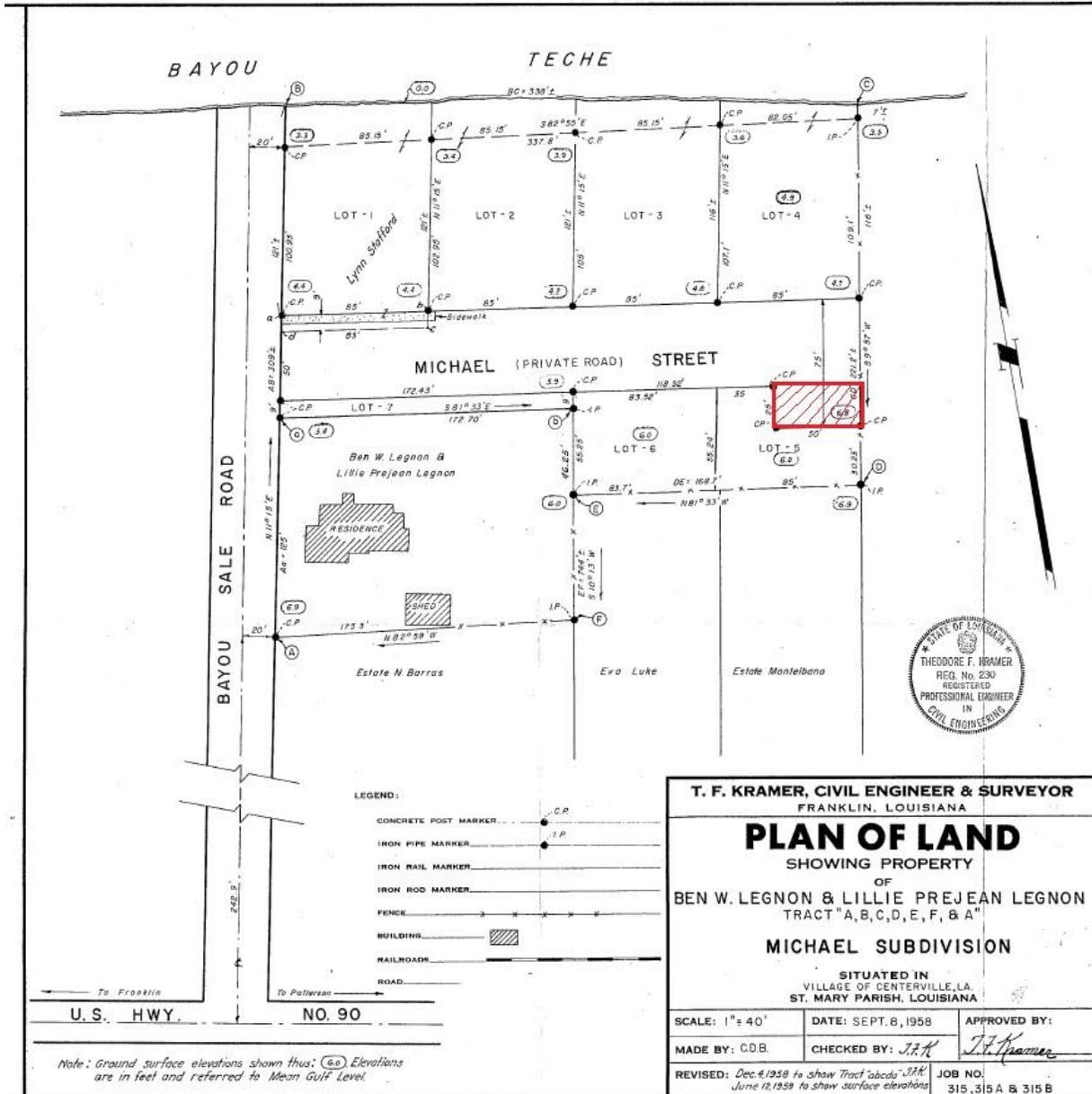
**SECTION 3.** A certified copy of this Ordinance shall be filed for record with the Clerk of the 16<sup>th</sup> Judicial District Court for St. Mary Parish, Louisiana.

**SECTION 4.** All Ordinances or parts of Ordinances in conflict herewith are hereby repealed.

This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this the 22<sup>nd</sup> day of June, 2016.

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Mr. Rogers introduced the following ordinance:

**ORDINANCE NO.**

An Ordinance authorizing the President of St. Mary Parish to execute a Hangar Lease Agreement between St. Mary Parish and Stanley Don Abney.

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

**SECTION 1.** That the St. Mary Parish Council does hereby authorize the President to execute a Hangar Lease Agreement owned by the Parish to Stanley Don Abney, premises consists of a hangar building, 60' x 70' and the adjacent airplane apron, having a total acreage of one (1) acre located on a certain tract of land lying and being situated at the Harry P. Williams Memorial Airport, Patterson, Louisiana, on the terms and conditions as contained in the lease, a copy of which is attached hereto and made apart 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 the 22<sup>nd</sup> day of June 2016, having been published in accordance with law.

**EXHIBIT A**

**LEASE AGREEMENT**

**UNITED STATES OF AMERICA**

**BETWEEN ST. MARY PARISH AND**

**PARISH OF ST. MARY**

**STANLEY DON ABNEY**

**STATE OF LOUISIANA**

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**BE IT KNOWN** that the St. Mary Parish Government, Fifth Floor, Courthouse, Franklin, Louisiana, 70538 (hereinafter “Lessor”) represented herein by David Hanagriff, Parish President, as authorized by an Ordinance of the St. Mary Parish Council, hereby leases to Stanley Don Abney, 4400 Highway 182 West, Patterson, Louisiana, 70392 (hereinafter “Lessee”), the premises hereinafter described located at the Harry P. Williams Memorial Airport, Patterson, St. Mary Parish, Louisiana, under the following terms and conditions:

**ARTICLE 1. DESCRIPTION OF RENTAL PROPERTY:**

**A. HANGAR & PROPERTY**

The rental property consists of a 60' x 70' hangar building and the adjacent airplane apron, having a total square footage of 43,560 square feet located on the following described property, as shown on the attached map.

- a) A certain tract of land lying and being at the Harry P. Williams Memorial Airport (HPWM Airport), Parish of St. Mary, Southwestern Land District, Louisiana, located in Section 15, T15SR11E, and more particularly described as follows: Commencing at the northwest corner of property owned by the State of Louisiana (HPWM Airport) and identified as point A on map file no. A-259-1, and being a 4" x 4" concrete monument; Thence S 21° 16' 00" E a distance of 483.00 feet to a point identified as point H on map file no. A-259-1, and being a 4" x 4" concrete monument; Thence N 55° 18' 46" E a distance of 504.86 feet to the southwest corner of the track and the point of beginning; Thence N 30° 07' 30" W a distance of 290.40 feet to the northwest corner of tract; Thence N 59° 52' 30" E a distance of 150.00 feet to the northeast corner of tract; Thence S 30° 07' 30" E a distance of 290.40 feet to the southeast corner of tract; Thence S 59° 52' 30" W a distance of 150.00 feet to the point of beginning, containing an area of 43,560 square feet, more or less, and as prepared by the Louisiana Department of Public Works, Baton Rouge, Louisiana.

**ARTICLE 2. GENERAL TERMS & CONDITIONS:**

**A. CERTAIN CONDITIONS**

- 1. The Lessee shall maintain the permanent building and any permanent improvements shall become the property of the Lessor at the termination of this Lease in accordance with the provisions of the Louisiana Revised Statutes.
- 2. No material functional alteration which substantially adversely effects the use of the permanent building which shall become the property of the Lessor at the termination of this Lease shall be made without the specific written consent of the Lessor.

3. The rental shall be \$3,705.00 (three thousand, seven hundred five dollars) per year for the first five (5) years of the primary term. The rent thus calculated shall be payable monthly in equal installments. The following schedule shall apply to rental increases over the term of the Lease: The rental amount set forth above shall be increased 10% for the second five years of the primary term and the first and second five years of the option term:

10 YEAR PRIMARY TERM

1<sup>st</sup> 5 years - \$3,705.00/ year

2<sup>nd</sup> 5 years - \$4,075.00/ year

At the conclusion of the ten year primary term of the Lease, the Lessee shall have an option to renew the Lease for an additional ten year term by advising the Lessor in writing at least thirty days prior to the expiration of the primary term of the Lease. Rental for the Option Term shall be as follows:

10 YEAR OPTION TERM

1<sup>st</sup> 5 years - \$4,483.00/ year

2<sup>nd</sup> 5 years - \$4,931.00/ year

4. The Lessee agrees to pay, at minimum, a user charge of four cents (\$0.04) per gallon for all aviation fuel and fifty cents (\$0.50) per gallon of oil. The Lessor shall be the sole judge as to the user charge for fuel and oil and to the new effective date of new user charges. The Lessee shall abide by the decision.

5. The Lease period shall be for Ten (10) years with one (1), Ten (10) year option.

**B. OBLIGATIONS OF THE LESSEE**

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

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

3. Subject to prior written approval of the Lessor, the Lessee may make such alterations, additions, and changes to the Leased Premises, as it finds necessarily convenient for its purposes. All such permanent improvements to the permanent building on the Leased Premises shall become the property of the Lessor upon the expiration of this Lease. Within thirty (30) days following the completion of the alterations or construction, the Lessee shall present to the Lessor a complete set of "as-built" drawings including, but not necessarily limited to, structural, mechanical, plumbing, and electrical systems.

4. In the event the Lessee makes alterations or improvements on the Leased Premises, the use thereof shall be enjoyed by the Lessee during the remaining term of the Lease without payment of additional rental therefore, and such alterations or improvements, as is the case with the originally constructed permanent improvements, shall become the property of the Lessor upon the expiration of this Lease.

5. If the Lessee at a future date requires additional land, office, or other inside space for the conduct of its business at the Airport, its request shall be given equal consideration with all requests then pending for office or other inside space. Improvements are allowed to remain on said Leased Premises after the termination of the Lease or any renewal thereof, the said improvements shall become the property of the Lessor without reimbursement to the Lessee.

C. QUALITY AND SCOPE OF SERVICE

The Lessee, its tenants, and sub-lessees shall have the right to and shall conduct any aviation related service adequate at all reasonable times to meet the reasonable demands for such service at the Airport. The Lessee, its tenants, and sub-lessees, agree to conduct said business in a proper and courteous manner and to furnish good aeronautical services required of it by the Lease at all times.

D. COMPLIANCE WITH LAWS, ETC.

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

E. INDEMNITY

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

F. SUBORDINATION

The Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation or maintenance of the Airport during times of war or national emergency, to lease the landing area, or any part thereof, to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the Lease to the Government, shall be suspended.

G. LESSEE'S RIGHTS

The Lessee shall have the right:

1. In common with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, runway lights, navigation aids, and other conveniences for take-off, flying, and landing of aircraft.
2. To the non-exclusive use, in common with others, of the airport parking areas, appurtenances, and improvements thereon, but this shall not restrict the rights of the Lessor to charge visitors a fee for the use of such areas.
3. To install, operate, maintain, repair, and store on the Leased Premises all equipment necessary for the conduct of the Lessee's business subject to all rules, regulations, and the Harry P. Williams Airport Operations Plan.
4. Of access to and from the Leased Premises, limited to streets, driveways, or sidewalks designated for such purposes by the Lessor, which right shall extend to the Lessee's employees, passengers, guests, invitees, and patrons. Lessor hereby grants permission to the Lessee to use such presently existing streets, driveways, and sidewalks for these purposes.

The right to conduct such activities shall apply to the aircraft of other persons as well as aircraft belonging to the Lessee and shall be subject to all appropriate laws of the Federal Government, the State of Louisiana, the Parish of St. Mary, all enacted legislation and ordinances that effect Harry P. Williams Memorial Airport, and the requirements of the FAA or any other duly authorized governmental agency.

#### H. RIGHT OF ENTRY

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

#### I. AIRPORT OBSTRUCTIONS

1. The Lessor reserves the right to take any reasonable action it considers necessary to protect the area of approaches of the Airport against obstructions, together with the right to prevent the Lessee from erecting or permitting to be erected, any building or other structure on or adjacent to the Airport which, in the reasonable opinion of the Lessor, would constitute a hazard in navigation; it is agreed that the buildings constructed on the Leased Premises as of the date of the granting of this option are presently in compliance with all applicable rules and regulations relative to their construction, operation, and maintenance. The Lessee shall, upon approval by the Lessor and prior to any construction of any nature within the boundaries of the Airport, prepare and submit to the Chief, Houston Airports District Office, 8800 Paul B. Koonce (four copies) or FAA photocopy will be supplied to the Owner and the State of Louisiana comments will be received as required by Section 2.6 and 2.8 of the Louisiana Revised Statutes.

2. The Lessee agrees to install, maintain, and operate proper obstruction lights on the tops of all buildings or structures to be placed on the Leased Premises by the Lessee.

3. National Emergency. In the event the rights and privileges hereunder are suspended by reason of war or other national emergency, the term of this Lease shall be extended by the amount of the period of such suspension.

#### J. INSURANCE REQUIREMENTS

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

Minimum limits of insurance.

1. The Lessee shall maintain limits no less than:

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

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

- a. Owned Automobiles
- b. Hired Automobiles
- c. Non-owned Automobiles

Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers liability limits.

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

of Louisiana, its officers, officials, employees, and volunteers; or the Lessee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

The Lessee shall name as additional insured, the Parish of St. Mary and the State of Louisiana, all Parish and State Departments, Agencies, volunteers as respects to liability arising out of activities performed by or on behalf of the Lessee; as respects to products and completed operations of the Lessee, and premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the "additional insured". It is understood that the business auto policy under "Who is insured" automatically provides liability coverage in favor of the "additional insured". The Lessee shall obtain certificates of insurance and original endorsements effecting coverage required by this Section. The Lessee shall provide copies of certificates and endorsements to the Parish within ten days of receipt by the Lessee. This provision does not apply to Worker's Compensation. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate holder reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

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

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

**K. CANCELLATION BY THE LESSEE**

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

1. The abandonment of the leased facility for a period in excess of forty-five (45) days.
2. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control, or use of the Airport or any substantial part or parts thereof, in such a manner as substantially to restrict the Lessee for a period of at least sixty (60) days, from operating thereon. In such instance, or the instance of expropriation or condemnation or a settlement pursuant to the threat thereof, the Lessee does not waive any rights it has to obtain compensation from the Lessor, the United States Government, or any other party so responsible, for the value of the leasehold improvements made by the Lessee and any lease advantage it may enjoy.

3. Issuance by any court of competent jurisdiction of any injunction in any way preventing or restraining the use of the Airport, and the remaining in force of such injunction for a period of at least ninety (90) days.
4. The default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and the failure of the Lessor to remedy such default for a period of ninety (90) days after receipt from the Lessee of written notice to remedy the same; such cancellation would not affect the Lessee's rights to pursue any damages sustained by it against the Lessor.

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

L. CANCELLATION BY LESSOR

1. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of twenty (20) days after the time such payments become due and after a further period of ten (10) days after written demand therefore from the Lessee;
2. File a voluntary petition in bankruptcy;
3. Abandon the Leased Premises for a continuous period of thirty (30) days at any one time, except when such abandonment be caused by fire, flood, war, strike, or other calamity beyond the Lessee's control;
4. Discontinue by more than ninety (90) days the minimum aviation related operations required;
5. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by the Lessee, and such default continues for a period of ninety (90) days after receipt of written notice from the Lessor of said default. In any of the aforesaid events, the Lessor may take immediate possession of the Leased Premises and remove the Lessee's effects, forcibly, if necessary without being deemed guilty of trespassing. Upon said entry, this Lease shall terminate. Any rental due hereunder shall be payable to said date of termination.

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

M. ASSIGNMENT, TRANSFER, AND SUBLETTING

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

N. SURRENDER OF POSSESSION

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

O. ATTORNEY'S FEES

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

P. TAXES

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

Q. TITLE TO EQUIPMENT, IMPROVEMENTS, AND FACILITIES INSTALLED BY THE LESSEE

It is agreed that the title to any equipment, improvements, and facilities other than the permanent building constructed as partial consideration of this Lease, and any additions thereto, irrespective of whether the same would otherwise become a fixture under Louisiana law, including with limitations, all buildings, hangars, structures, wires, poles, machinery, and air-conditioning equipment constructed or installed by the Lessee upon the Leased Premises hereunder to the Lessee for its exclusive use or upon other airport property shall remain the property of the Lessee unless it has, with the written agreement of the Lessor, vested title to all or any part thereof in Lessor. The Lessee shall have the right at any time during the term of this Lease or any renewal or extension thereof to remove any or all such equipment, improvements, and facilities, provided the Lessee is not in default in its payments to the Lessor hereunder, and subject further to the Lessee's obligation to repair all damage, any reasonable wear and tear expected, resulting from such removal. If at any time during this Lease, the Lessee has exercised its right to vest title to such equipment, improvements, and facilities to the Lessor, it shall no longer have the right to remove such property.

R. PARAGRAPH HEADINGS

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

S. RIGHT OF FLIGHT

The Lessor reserves the right of flight for the passage of aircraft above the surface of the Leased Premises, together with the right to cause in such airspace such noise as may be inherent to the operation of aircraft now known or hereafter used; and the Lessor reserves the right of using said airspace for landing at, taking off from, or operating aircraft on said Airport.

**THUS DONE AND SIGNED BY** the Parties aforesaid in the presence of the undersigned witnesses, who have signed their names with the parties and me, the undersigned Notary Public at Franklin, St. Mary Parish, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

**ST. MARY PARISH GOVERNMENT**

\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
**DAVID HANAGRIFF, PRESIDENT**

\_\_\_\_\_  
**NOTARY PUBLIC**

**THUS DONE AND SIGNED BY** the Parties aforesaid in the presence of the undersigned witnesses, who have signed their names with the parties and me, the undersigned Notary Public at Franklin, St. Mary Parish, Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

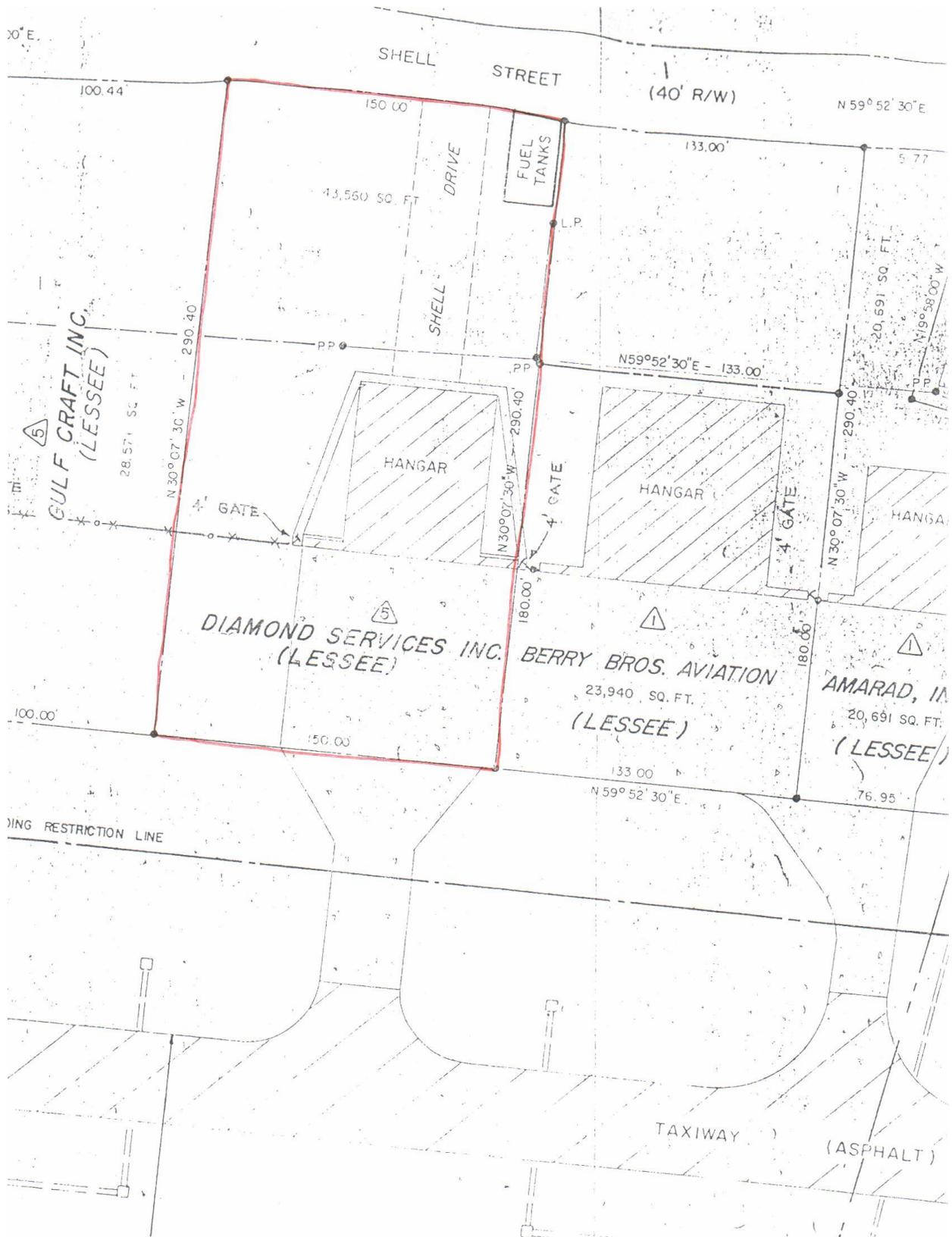
**STANLEY DON ABNEY**

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**NOTARY PUBLIC**

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Mr. Naquin moved that the following ordinance be adopted. Mr. Fryou seconded the motion, which carried by the following 8-0-1-2 Roll Call vote:

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

NAYS: None

ABSTAIN: Mr. Rogers

ABSENT: Messrs. Bierhorst and Ina

### **ORDINANCE NO. 2052**

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 12<sup>th</sup>, 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 Single Family (SR) Residential 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 25<sup>th</sup> day of May 2016; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 22<sup>nd</sup> day of June 2016; was adopted.

**APPROVED:**

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

**ATTEST:**

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

This ordinance was submitted to the President of St. Mary Parish on this the 24<sup>th</sup> day of June 2016, at the hour of 8:07 a.m.

**APPROVED:**

---

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

This ordinance was returned to the Clerk of the Council on this the 28th day of June 2016, at the hour of 8:08 a.m.

**EXHIBIT "A"**

**Name: David & Sally Hebert  
Address: 19533 Hwy. 182 W., Jeanerette, LA**

**Parcel Id# Sec. 68 T13S R8E;  
-1905041003.00- Lot BD LA 182-Olivier-RR-Lancon Acq. 309 320964.**

**PURPOSE: to rezone from Single Family (SR) Residential Zoned District to Existing Neighborhood (EN2) Zoned District**

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

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

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

**NAYS:** None

**ABSTAIN:** None

**ABSENT:** Messrs. Bierhorst and Ina

**ORDINANCE NO. 2053**

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 12<sup>th</sup>, 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 Existing Neighborhood (EN2) Zoned District to Neighborhood Commercial (NC) 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 25<sup>th</sup> day of May 2016; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 22<sup>nd</sup> day of June 2016; was adopted.

**APPROVED:**

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**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 24<sup>th</sup> day of June 2016, at the hour of 8:07 a.m.

**APPROVED:**

---

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

This ordinance was returned to the Clerk of the Council on this the 28<sup>th</sup> day of June 2016, at the hour of 8:08 a.m.

**EXHIBIT “A”**

**Name: Byron Comeaux  
Address: 117 Jupiter St., Bayou Vista, LA**

**Parcel Id# Sec. 19 T15S R12E;  
-2894321376.00- LOT 7-1 CLARKE BAYOU VISTA SUBD SUBD BEING TRACT  
“ABCD A” PER PLAT 43L 270692 ACQ 43L 270692.**

**Purpose: to rezone from Existing Neighborhood (EN2) Zoned District to Neighborhood Commercial (NC) Zoned District for a portable/drivable snowball stand**

**Rezone from Existing Neighborhood (EN2) Zoned District to Neighborhood Commercial (NC) Zoned District**

**ORDINANCE NO. 2054**

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 to place livestock (horses and roosters).

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 25<sup>th</sup> day of May 2016; having been published in accordance with law; and having been heard in a public hearing held at Franklin, Louisiana on the 22<sup>nd</sup> day of June 2016; was adopted.

**APPROVED:**

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**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 24<sup>th</sup> day of June 2016 at the hour of 8:07 a.m.

**APPROVED:**

---

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

This Ordinance was returned to the Clerk of the Council on this the 28<sup>th</sup> day of June 2016 at the hour of 8:08 a.m.

**Name: David Jones represented by Ricky Theriot  
Address: 324 Edmond Ln, Charenton, LA.**

**Parcel Id# -2144961079.00- Sec.1 T13S R9E; Lot BD Lightfoot-Road-Thomas-Joseph Acq.  
271 315714**

**Currently Zoned: Existing Neighborhood (EN1) Zoned District**

**Specific Use Purpose: to place livestock (horses and roosters)**

In response to an inquiry by Mr. Naquin regarding the resolution providing for the approval and authorization for Change Order No. 1 for the Deer Island Pass Channel Dredging Project, Mr. LaGrange explained that due to the flooding event, operations contract time was suspended. The Change Order increases the contract time by 110 days.

In regard to Items F and G, a resolution authorizing David Hanagriff, the President of St. Mary Parish to execute contracts for Professional Debris Removal Services with Ceres Environmental Services, Inc. and CrowderGulf, LLC and a resolution authorizing David Hanagriff, the President of St. Mary Parish to execute contracts for Professional Debris Monitoring Services with Rostan Solutions, LLC and Tetra-Tech, Inc., respectfully, Mr. LaGrange stated that after evaluating proposals submitted for those services, the Administration recommended that contract be signed with two (2) debris monitoring companies and the top two (2) debris removal companies due to the high scores on the Request for Proposals.

Mr. LaGrange stated that the Administration would like to procure two (2) companies to have any needed work performed in a timely manner.

In response to an inquiry by Mr. Beadle regarding Enterprise Zone Programs, Mr. LaGrange informed that if a company is located in an Enterprise Zone, requirements assist the company with rebates in eligible local sales/use tax on the purchases of eligible construction materials, machinery and equipment purchased for a particular project and use by the business permanently on that site.

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

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

NAYS: None

ABSTAIN: None

ABSENT: Messrs. Bierhorst and Ina

### **RESOLUTION**

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute an amendment to the Health Services Agreement with Correcthealth Saint Mary, LLC.

**BE IT RESOLVED**, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an amendment to the Health Services Agreement with Correcthealth Saint Mary, LLC relative to providing health care services for inmates or detainees of the St. Mary Parish Law Enforcement 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 22<sup>nd</sup> day of June 2016.

**APPROVED:**

---

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

**ATTEST:**

---

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

**RESOLUTION**

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a Cooperative Endeavor Agreement between the Department of Transportation and Development and St. Mary Parish Government relative to Donation of Reclaimed Asphalt Pavement (RAP) State Project No. H.011327.

**BE IT RESOLVED**, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a Cooperative Endeavor Agreement with between the Department of Transportation and Development and St. Mary Parish Government relative to Donation of Reclaimed Asphalt Pavement (RAP) State Project No. H.011327, 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 22<sup>nd</sup> day of June 2016.

**APPROVED:**

---

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

**ATTEST:**

---

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

## **RESOLUTION**

A Resolution providing for the approval and authorization for Change Order No. 1 for the Deer Island Pass Channel Dredging Project.

**WHEREAS**, a certain contract has been entered into between the St. Mary Parish Council and Coastal Dredging Company, Inc., P.O. Box 2968, Slidell, LA 70549, relative to the Deer Island Pass Channel Dredging Project, and

**WHEREAS**, the items as shown on Change Order No. 1 will result in an increase of 110 working days in the contract time.

**NOW, THEREFORE BE IT RESOLVED**, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 1 covering an increase of 110 working days in the contract time for the Deer Island Pass Channel Dredging Project.

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

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 22<sup>nd</sup> day of June 2016.

**APPROVED:**

---

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

**ATTEST:**

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

## **QUALITY JOBS PROGRAM ENDORSEMENT RESOLUTION**

**BE IT RESOLVED THAT:** ST. MARY PARISH GOVERNMENT OFFERS ITS ENDORSEMENT OF CLECO POWER LLC PROJECT: START-UP/NEW TO PARTICIPATE IN THE BENEFITS OF THE LOUISIANA QUALITY JOBS PROGRAM:

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

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

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

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

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

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

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

**BE IT RESOLVED** by St. Mary Parish Government in regular and legal session convened this 22<sup>nd</sup> day of June 2016, that and their project Cleco Power, LLC, Quality Jobs Application #20160706 is endorsed to participate in the Louisiana Quality Jobs Program.

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

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

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 22<sup>nd</sup> day of June 2016.

**APPROVED:**

---

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

**ATTEST:**

---

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

### **RESOLUTION**

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute contracts for Professional Debris Removal Services with Ceres Environmental Services, Inc. and CrowderGulf, LLC.

**BE IT RESOLVED**, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute contracts with Ceres Environmental Services, Inc., 9945 Windfern Road, Houston, TX 77064 and CrowderGulf, LLC, 5435 Business Parkway, Theodore, AL 36582 relative to Professional Debris Removal Services, with said contracts 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 22<sup>nd</sup> day of June 2016.

**APPROVED:**

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

**ATTEST:**

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

**RESOLUTION**

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute contracts for Professional Debris Monitoring Services with Rostan Solutions, LLC and Tetra-Tech, Inc.

**BE IT RESOLVED**, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute contracts with Rostan Solutions, LLC, 1201 Main Street, Baton Rouge, LA 70802 and Tetra-Tech, Inc., 2301 Lucien Way, Suite 120, Maitland, FL 32751 relative to Professional Debris Monitoring Services, with said contracts 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 22<sup>nd</sup> day of June 2016.

**APPROVED:**

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

**ATTEST:**

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

## RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute an Agreement with Acadiana Area Human Services District for the period of July 1, 2016 to June 30, 2017 relative to Fairview Treatment Center.

**BE IT RESOLVED**, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute an Agreement with Acadiana Area Human Services District for the period of July 1, 2016 to June 30, 2017 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 22<sup>nd</sup> day of June 2016.

### APPROVED:

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

### ATTEST:

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

Mr. Singleton moved that the following resolution be adopted. Mr. Rogers seconded the motion, which carried by the following 8-0-1-2 Roll Call vote:

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

NAYS: None

ABSTAIN: Mr. Beadle

ABSENT: Messrs. Bierhorst and Ina

## RESOLUTION

Resolution stating the Parish of St. Mary's endorsement of Delta Medical Group, LLC and their Project No. 20161384 – Start-Up/New to participate in the benefits of the Louisiana Enterprise Zone Program.

**WHEREAS**, the Louisiana Enterprise Zone Act 901 of 1981, Act 337 of 1982, Act 433 of 1987, Act 1024 of 1992, Act 581 of 1995, and Act 624 and Act 647 of 1997, and;

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

**WHEREAS**, the Louisiana Department of Economic Development designated Census Tract 406 Block Group 003 in the Parish of St. Mary, as "Enterprise Zone" or Economic Development Zone" eligible based on enabling legislation (R.S. 51.21.1787-1791) and;

**WHEREAS**, the Parish of St. Mary states this endorsement is in agreement with the Overall Economic Development Plan for the Parish of St. Mary, and;

**WHEREAS**, the attached Enterprise Zone map has been marked to show the location of the business being endorsed, and;

**WHEREAS**, in accordance with the Louisiana Enterprise Zone Program requirements the Parish of St. Mary agrees:

1. To participate in the Enterprise Zone Program
2. To assist the Department in evaluating progress made in any Enterprise Zone within its jurisdiction
3. To REBATE all eligible local sales/use taxes on the purchase of eligible construction materials, machinery, and equipment purchased for this project and used by the business permanently on that site.

**BE IT RESOLVED**, by the Parish of St. Mary in, regular and legal session convened on this the 22nd day of June 2016 that Delta Medical Group, LLC and their project – Enterprise Zone Application No. 20161384 – Start-Up/New is endorsed to participate in the Louisiana Enterprise Zone Program.

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

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

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 22nd day of June 2016.

**APPROVED:**

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

**ATTEST:**

---

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

**OLD BUSINESS:**

- A. Motion to rescind approval of the Resolution awarding the bid for the Oil, Gas and Mineral Lease to Kitty Hawk Energy, LLC granted at the June 8, 2016 Regular Council Meeting due to error in the publishing specifications.

Mr. Duplantis explained that subsequent to passing the resolution for awarding the bid, it was discovered that Kitty Hawk Energy, LLC made an error advertisement requirement that made it improper for the Parish to grant the Oil, Gas and Mineral Lease.

Mr. Duplantis explained that since the advertisement was incorrect, Kitty Hawk Energy, LLC cannot legally proceed with their endeavors.

Following explanation by Mr. Duplantis, Mr. Singleton moved that the motion to approve the Resolution awarding the bid for the Oil, Gas and Mineral Lease to Kitty Hawk Energy, LLC granted at the June 8, 2016 Regular Council Meeting due to error in the publishing specifications be rescinded. Mr. Fryou seconded the motion, which carried.

**NEW BUSINESS:**

- A. Melissa Blake, Director of Governmental Affairs, Cox Communications has written - to inform you of upcoming changes to the video service offerings on Cox's cable system. On July 18, Cox will launch new video packages. Contour video equipment rental is also available for TV viewing.

Customers will be notified via newspaper legal ads as well as bill messaging.

- B. Mr. Hidalgo to request an allocation of \$5,000 from Wards 5 & 8 3/10% Sales Tax Fund to Recreation District No. 3 for St. Mary Central Dixie Youth Baseball Tournament.

Brian Thorguson, 208 Hogan Street, Berwick, St. Mary Central Dixie Youth, appeared before the Parish Council to inform that the City of Morgan City and St. Mary Central Dixie Youth went to Pineville and received the bids for Dixie Youth Baseball northern and southern Regionals to be held at the Bayou Vista Community Center and the Morgan City Complex Park.

Mr. Thorguson stated that the funds will be utilized to offset the funds used to pay umpires, fees to Dixie Youth Baseball, etc.

Mr. Hidalgo moved that funds in the amount of \$5,000 be allocated from Wards 5 & 8 3/10% Sales Tax Fund to Recreation District No. 3 for St. Mary Central Dixie Youth Baseball Tournament. Mr. Singleton seconded the motion, which carried.

- C. Appointments to the following Boards and Commissions:

**Recreation District No. 2 (Siracusa) – 1 Vacancy**

Ann W. Poole – Present Member

Mr. Fryou moved that Ann W. Poole be reappointed to Recreation District No. 2 Board of Commissioners. Mr. Naquin seconded the motion, which carried.

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

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Lisa C. Morgan, Clerk

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Kevin Voisin, Chairman

