

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

JUNE 10, 2020
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman Dean S. Adams presiding and the following members present: Rev. Craig A. Mathews, Rodney Olander, Scott Ramsey, Leslie “Les” Rulf, Jr., James W. Bennett, Jr., Mark A. Duhon, Gwendolyn L. Hidalgo, and Kristi Prejeant Rink, M.D. Absent were J Ina and Patrick J. Hebert.

The Invocation was pronounced by Rev. Mathews and the Pledge of Allegiance was led by Mrs. Hidalgo.

Mr. Olander moved that the reading of the minutes of the Second Regular Meeting, May 27, 2020, be dispensed with and that the same is approved. Rev. Mathews seconded the motion, which carried.

Clerk of the Council, Lisa C. Morgan read an email into the record from Glen Hidalgo regarding the reappointment of Wayne Cantrell, Jr. to Wax Lake East Drainage District, “Good afternoon madam clerk, Mr. Chairman, and members of the council. It’s come to my attention that the reappointment of Mr. Wayne Cantrell to the East Wax Lake Drainage District may be tabled tonight. This is very concerning to me. Whereas Mr. Cantrell has been an upstanding and proactive member not only of Wax Lake board but he is also the chairman of our sub gravity drainage district in Bayou Vista. He has worked tirelessly for both districts for a number of years. He has vast knowledge about the workings of the pump stations in Bayou Vista, Patterson, and Berwick. As of now the only requirement to serve on the board is to live in the district, which he clearly does. Any other legal verbiage that may or may not come later is not part of the issue at hand now. It will be disrespectful to any member who is such an asset, to be left hanging unappointed, but expected to serve in his full capacity. Please reappoint Mr. Cantrell. We need dedicated people like him on this important board.”

Respectfully
Glen J. Hidalgo

In response to Mr. Hidalgo’s public comment, Mr. Ramsey explained that Mr. Cantrell will continue to serve as a member of the Wax Lake East Drainage District. He proposes that this item on the agenda will be tabled, while the enabling legislation is being drafted that will reset appointments to the Board of Commissioners of the district.

Parish President, David Hanagriff reported on Tropical Storm Cristobal and on Covid-19 pandemic. He stated that Oschner St. Mary Hospital currently has three (3) positive Covid-19 outpatients and reminded everyone to wash their hands and practice safe distancing.

President Hanagriff informed that Consolidated Gravity Drainage District No. 2A first meeting will be held on July 6, 2020. He stated that he is waiting on written confirmation from the ethics board regarding Dr. Tim Tregle’s appointment as a board member and his employment with St. Mary Parish Government. He also stated that a verbal discussion with an attorney of the Ethics Board indicated that the opinion would be to allow Dr. Tregle to remain on the board.

Chief Administrative Officer, Henry “Bo” LaGrange, presented his report for a two (2) week period ending June 10, 2020.

Item 1 in Mr. LaGrange’s report stated, “Mr. Jeff Duhe, U. S. Census Bureau Louisiana Coordinator, has written to provide an update as of June 10, 2020 on the response to the 2020 Census in St. Mary Parish. Nationally, there has been a 60.8% self-response rate and in Louisiana the self-response rate is now at 55.0%. St. Mary Parish as a whole has improved its self-response rate from 47.4% to 47.9%, ranking St. Mary Parish 42nd amongst the 64 parishes. The response rates by municipality have increased since May 27th as follows:

- | | |
|----------------|--------------------|
| a. Morgan City | 54.1% is now 54.6% |
| b. Franklin | 53.7% is now 54.0% |
| c. Patterson | 42.3% is now 43.4% |
| d. Berwick | 58.8% is now 59.2% |
| e. Baldwin | 16.3% is now 17.0% |

Mr. Duhe asks that we continue to remind colleagues, friends, family and constituents that they can easily respond from home through the mail, computer, smart phone or regular voice phone. The following link can monitor how the parish and the municipalities are responding as it is updated every day at 2 PM: <https://2020census.gov/en/resonse-rates.html>. Phone number to respond to the 2020 Census: 844-330-2020, the Internet address to respond to the 2020 Census: My2020census.gov.”

Item 3 in Mr. LaGrange’s report stated, “The Mosquito Control Department has submitted its 2019 summary report of activities which reflect a total of 393 adulticide spray trips completed, 275,500 acres treated, 2,481 gallons of adulticide chemical (\$38,232) used, 1,019 mosquito pools submitted for testing (no positives), 38,594 mosquitos collected and submitted from gravid traps.”

Mr. Bennett introduced the following ordinance:

ORDINANCE NO.

An Ordinance authorizing the President of St. Mary Parish to execute an Amended, Restated, and Extended Independent Contractor Agreement between the Parish of St. Mary, the Atchafalaya Golf Course Commission, and KFGL, L.L.C. relative to providing restaurant and/or food beverage services to customers and guests at the Atchafalaya Golf Course at Idlewild.

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

SECTION I. That the Parish of St. Mary to execute an Amended, Restated, and Extended Independent Contractor Agreement between the Parish of St. Mary, the Atchafalaya Golf Course Commission, and KFGL, L.L.C. relative to providing restaurant and/or food beverage services to customers and guests at the Atchafalaya Golf Course at Idlewild, all in accordance with the basic terms and conditions contained in Exhibit “A” and Exhibit “B”, attached hereto.

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

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

SECTION IV. This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 10th day of June 2020; having been published in accordance with law.

Exhibit “A”

STATE OF LOUISIANA

PARISH OF ST. MARY

**AMENDED, RESTATED AND EXTENDED
INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (“the Agreement”) is amended, restated and extended, made effective the ___ day of _____, 2020, by and between the

PARISH OF ST. MARY, St. Mary Parish Government, Courthouse Bldg. 5th Floor, Franklin, LA 70538, acting by and through David Hanagriff, Parish President, duly authorized; the Atchafalaya Golf Course Commission, P. O. Box 1199, Patterson, LA 70392, acting by and through, Rudy C. Sparks, its duly authorized Chairman; hereinafter referred to as (“Owner”);

and

KFGL, L.L.C. a Louisiana limited liability company, represented herein and, acting by and through its duly authorized member and agent, Edgar Martien, as reflected on the attached resolution of the members, hereinafter referred to as (“Contractor”);

RECITALS

WHEREAS, Owner is the owner and operator of the Atchafalaya Golf Course at Idlewild; and

WHEREAS, Owner is also the owner of the Restaurant and Clubhouse located at Atchafalaya Golf Course at Idlewild; and

WHEREAS, Owner and Contractor entered into an Independent Contractor Agreement (“Contract”) dated effective December 10, 2015 for Contractor to provide restaurant and/or food and beverage services to its customers and guests at the Atchafalaya Golf Course at Idlewild; and

WHEREAS, Owner has under this Contract operated the Restaurant and Clubhouse food and beverage services in a professional manner and to the full satisfaction of the Owner; and

WHEREAS, the Contract is now scheduled to expire the 9th day of December, 2022 and Owner and Contractor mutually desire to extend the expiration date to June __, 2026 and update and clarify several of the terms and conditions of the Contract,

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises contained herein, and for good and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Retention of Operator and Grant of Right of Use and Occupancy.

1.1 Owner retains Contractor to provide in Owner’s facilities hereafter defined restaurant, food, and beverage services to Owner’s customers and guests and Contractor’s customers and guests under Contractor’s separate management, responsibility, risk, and control, and hereby grants to Contractor a right of use and occupancy for the Term set forth below of the Restaurant and Club House, subject to and on the hereafter described terms and conditions.

1.2 The Food and Beverage Operations shall be conducted in the Restaurant (Dining) Area, Meeting Room Area, Porch Area, Lounge (Bar) Area, Kitchen Area and Loading Area and shall include the food and beverage cart service throughout the golf course hereinafter collectively referred to as the “Clubhouse”. The Clubhouse areas are specifically shown on the attached Exhibit “A” and made a part hereof.

1.3 The Operation shall open every day the Owner opens the golf course and/or the clubhouse. Hours of operation shall include all daylight hours, beginning service not later than 7:30 am, and at Owners request, until 10:00 p.m. at least four days per week and after regular operation hours for special functions. It is understood that there may be occasions that the golf course is closed for a variety of reasons but that there is no similar reason for the Clubhouse to be closed, such as weather or maintenance. Contractor agrees that it will operate even on days when the golf course is closed, but there is no reason for the Clubhouse to be closed. The parties further agree to develop, review and revise on an “as needed” basis, a detailed day and time schedule for hours of operation.

1.4 Contractor is granted the right to offer its food and beverage services at the Clubhouse with catering of scheduled golf tournaments and for special and private events, with the understanding that certain special and private events may be subject to room charges or event

fees due the Owner, and further provided that under no circumstances will Contractor charge a fee or receive any compensation for the use of the Clubhouse. Revenues paid to Contractor from these special and private events, excluding room charges or event fees due the Owner, shall be included in the gross sales used to calculate the fees paid to Owner. Any and all room charges or event fees collected by Contractor on behalf of Owner shall be remitted in full by Contractor to Owner within five (5) days of Contractor's collection of said room charges or event fees. Owner and Contractor shall meet as necessary to establish and/or revise guidelines and procedures to accommodate each parties needs including but not limited to Contractor obtaining Owner approval of certain private/special events at the Clubhouse in order to ensure that it does not conflict with the food and beverage services required for the users of the golf course and related facilities. Owner reserves the right to lease the facility for golf tournaments and other special events and to allow the sponsor of such event to cater its own food and beverage service, provided such event does not conflict with Contractor's food and beverage operation. In such event, Owner shall retain all proceeds and compensate Contractor for out of pocket expenses. In addition, Owner and Contractor agree that Contractor will not cater off-premises events without the express written consent of the Owner. Notwithstanding, Contractor is authorized as part of its operations and without express written consent of the Owner, to serve "to go" food as well as to deliver orders of lunches or dinners off premises to small groups of less than fifteen (15) persons.

1.5 The restaurant shall operate under the name Atchafalaya Restaurant at Idlewild unless and until a new name is approved by the Owner and Contractor.

2. Term.

2.1 Unless terminated earlier as hereafter provided, the Term of this Agreement shall commence on the effective date hereof and shall continue as hereinafter provided until the ___ day of June, 2026. This agreement shall have an initial term of two (2) years starting on the ___ day of June, 2020, and ending on the ___ day of June, 2022, (referred to as "Initial Term"). At the end of the Initial Term, Contractor shall have the option of renewing the agreement for an additional two (2) years (referred to as "Second Term") ending on the ___ day of June, 2024, by giving Owner written notice of its intent to exercise this option at least ninety (90) days prior to end of the initial term. At the end of the Second Term, Contractor shall have the option of renewing the agreement for an additional two (2) years (referred to as "Third Term") ending on the ___ day of June, 2026, by giving Owner written notice of its intent to exercise this option at least ninety (90) days prior to end of the Second Term. Upon the expiration of the term, this Agreement may be continued by mutual agreement of Owner and Contractor.

3. Termination.

3.1 This Agreement shall terminate at the expiration of the Term unless extended by written agreement. This agreement may be terminated at any time during the Term for "cause" by such party's election and notice. For purposes of this Agreement, the term "cause" shall mean any of the following:

(1) The breach by the other party of its duties and obligations hereunder; and, in each case, the inability and failure of such other party to cure such default specified within thirty (30) days after delivery of written notification thereof (the foregoing notwithstanding, Contractor shall have no right of written notice regarding rent obligations); or

(2) The breach by the other party of any material representation, warranty, or covenant, contained in this Agreement and, in each case, the inability and failure of such other party to cure such default specified within thirty (30) days after delivery of written notification thereof.

4. Representations and Warranties of Owner.

4.1 Owner represents and warrants to Contractor as follows:

(1) Owner has the necessary power and authority to execute this Agreement and to consummate the transaction contemplated hereby.

(2) All warranties & representations made hereunder or pursuant hereto shall survive the Closing.

5. Representations and Warranties of Contractor.

5.1 Contractor represents and warrants to Owner as follows:

(1) Contractor has the necessary power and authority to execute this Agreement, perform the obligations imposed upon it, and consummate the transactions contemplated hereby, and no further corporate action is necessary with respect to contractor to make this agreement a valid and binding obligation.

(2) Contractor is a limited liability company, duly organized under the laws of Louisiana and in good standing.

(3) Contractor has satisfied all obligations and accounting due by it to its former members, Kevin Fromenthal, Gregory Leger, and Pat Williamson, and agrees to indemnify and hold harmless Owner from any claims for losses or damage that could be claimed by them against Owner for any reason, including but not limited to obligations due or purported to have been due to Contractor or them resulting in losses directly or indirectly.

All warranties & representations made hereunder or pursuant hereto shall survive the Closing.

6. Compensation and Reimbursement to Owner.

6.1 In consideration of the mutual benefits to be acquired and obtained by the parties, and in payment for the right of use and occupancy, Contractor agrees that during the Initial Term, Second Term, and Third Term to remit to Owner by the 5th day of the next month following close of the previous month the sum of \$1,000 or three percent (3%) of monthly gross sales if monthly gross sales total less than \$70,000, whichever is greater, four percent (4%) of monthly gross sales if monthly gross sales are greater than \$70,000 but less than \$80,000, or five percent of monthly gross sales if monthly gross sales are greater than \$80,000.

For purposes herein, it is agreed that "Gross Sales" shall mean all revenues (either on-site or off site) from sales resulting from all business as provided by the Contractor under this agreement conducted upon or from the Restaurant for the benefit of the Restaurant and golf course food and beverage operations, whether evidenced by check, cash, credit, charge account, gift cards, gift certificates, exchange, barter or otherwise, and shall include (without limitation) the amounts received from the sale of goods, wares and merchandise, including sales of food, beverages and tangible property of every kind and nature, liquor, and for services performed from or at the Restaurant, whether the Contractor fills the orders from the Restaurant or elsewhere. Contractor shall not sell any cigarettes, cigars or other tobacco related products. Each charge or sale upon credit shall constitute a sale for the full price in the month during which the charge or sale occurs, regardless of the time when the Contractor receives payment (in whole or in part) for the charge or sale. The Term "Gross Sales" shall not include (a) the amount of any sales tax imposed by any governmental authority directly on sales and collected from customers, if the Contractor adds the amount of the tax to the sales price or absorbs the amount of the sales tax in the sales price and the Contractor actually pays the tax to the governmental authority or (b) any and all tips to waitresses and/or busboys passed through or paid directly to said waitress and/or busboy, and (c) any room charges or event fees collected by Contractor on behalf of Owner.

6.2 Contractor shall accompany its monthly payment to Owner with a written report of sales, charges, and fees for the month, on a form to be developed by the parties.

7. Utilities.

7.1 Contractor agrees to pay and shall be responsible for fifty (50%) percent of the herein defined applicable to the "Clubhouse". The utility cost shall be based on the total of all utility bills for the Clubhouse and shall be remitted by Contractor to Owner within 10 days of receipt the monthly invoice provided by Owner to Contractor. Utilities are defined as Electricity, Water, Sewer, Garbage Disposal, Phone Service, Internet Service, Dishwasher Service and Television Service. Additionally, Contractor agrees to be responsible for one hundred (100%) of all costs

for its use of Natural Gas or Propane as long as Contractor and its facility is the sole source of use of Natural Gas or Propane upon the premises.

8. Duties and Responsibilities of Contractor.

8.1 Provide and furnish to the reasonable satisfaction of the Owner all labor, material, supplies, food products, equipment, management, and supervision for providing food and beverage operations.

8.2 Effectively and efficiently manage the food and beverage operations within industry and prescribed standards of quality, service and cleanliness to ensure customer satisfaction and profit maximization. In keeping herewith, Contractor shall furnish at all times sufficient, qualified, and competent forces and supervision for the operations contemplated.

8.3 Operate and maintain the Clubhouse areas, including all bathrooms and equipment in a clean, wholesome manner and good condition in compliance with industry and prescribed standards of quality, service and cleanliness. It shall be Contractor's sole responsibility to maintain the kitchen and kitchen equipment located therein to code standards, including the kitchen store room, and the refrigerator-freezers. Contractor agrees to provide janitorial services to maintain the Clubhouse areas, including all bathrooms, and shall complete any emergency repairs necessary, which costs, if paid, shall be subsequently reimbursed by Owner.

8.4 Report immediately any disrepair, damage, or unsafe condition, including any substandard lighting or need for replacement.

8.5 Provide all small-ware (plates, bowls, beverage ware, utensils, preparation utensils, preparation ware, etc.) and commodities (all food and consumable items) and any and all other use item(s) not specifically named as being provided by the Owner.

8.6 Control day-to-day operations by scheduling labor, ordering food and supplies, and developing a good restaurant team.

8.7 Cause all employees of Contractor, while in the Clubhouse, to: (a) wear professional uniforms and dress, (b) present a neat and clean appearance, (c) render competent and courteous service to Restaurant customers, and avoid insulting, disparaging, or embarrassing remarks to customers and/or golf patrons.

8.8 Ensure OSHA, local health and safety codes, and Company safety and security policies are met.

8.9 Recruit, interview, and hire employees and take such disciplinary action to motivate and maintain customer satisfaction.

8.10 Dismiss and terminate Contractor personnel if Contractor's standards of conduct, a copy of which will become an addendum to this Agreement, are not followed in a satisfactory manner.

8.11 Ensure a safe working and customer experience environment by facilitating safe work behaviors of employees.

8.12 Maintain and satisfy all regulatory requirements for refrigerators and freezers. All restaurant equipment shall be fully operational at all times and repairs made without delay.

8.13 Develop a full dinner menu equal to the industry standard for white tablecloth service which shall include traditional Louisiana cuisine, a reasonably priced lunch, and a premium hamburger that meets the expectations of food quality, giving to the customer what is promised on a consistent basis with prompt and courteous service. Contractor shall provide white tablecloth service not less than every Friday and Saturday evening from 6:00 pm until closing. The menu shall be subject to initial review and approval by the Owner; however, Contractor shall not be entitled to a subsequent modification to the menu without the written consent of the Owner, which consent will not be unreasonably withheld.

8.14 To notify Owner within 12 hours after the occurrence of any event which could have an adverse impact on the Restaurant including (without limitation) the death or serious bodily injury of any employee or customer for any reason or the risk of infection by a contagious disease.

8.15 Within thirty (30) days of execution of this Agreement, to provide the Owner an annual written proforma budget estimating gross revenues, expenses and net revenues for the Initial term and thereafter at the anniversary date of this Agreement.

8.16 At its own expense, obtain all necessary licenses, certificates and permits pertaining to the services and comply with all statutes, ordinances, rules, regulations, and orders of any governmental or quasi-governmental authority having jurisdiction over the services or the performance of it, including, but not limited to those relating to safety, environmental, wage discrimination and equal employment opportunity. Contractor shall promptly correct any violations of such statutes, ordinances, rules, regulations, and orders committed by it, its agents, services, and/or employees and shall receive and respond to, and shall defend, indemnify, and hold harmless Owner from and against any loss, liability, or expense arising from any such violation and/or any citations, assessments, fines, or penalties resulting therefrom.

8.17 Make available on site for Owner's inspection on request a copy of Contractor's occupational license, liquor license, food and safety certificates, employee bar cards, Federal Tax ID# on IRS form W-9, State Tax ID# and shall at Contractor's sole cost and expense procure and provide a copy to the Owner of any and all licenses and permits as required by the Federal Government, State of Louisiana and the Parish of St. Mary.

8.18 To maintain all equipment (including Owner supplied equipment) and to repair all equipment (including Owner supplied equipment) that is out of service at the Contractor's sole cost and expense. All maintenance and repairs shall be completed in a timely manner. Owner shall prepare and provide upon execution a detailed listing of Owner supplied equipment, which list will become an addendum to this Agreement.

8.19 The Contractor shall be responsible for procuring and maintaining a contract for dishwasher service at its sole cost and expense.

8.20 To obtain and provide to the Owner an Irrevocable Letter of Credit in the amount of Twenty-Five Thousand (\$25,000.00) Dollars to be effective on the date of this Agreement and which shall continue in force for a term of one year. During the entire term of this Agreement; however, and through the time all terms of the Agreement are performed, Contractor shall annually renew the Letter of Credit and provide proof of the same to the Owner. The failure to secure annual renewals of the Letter of Credit shall constitute a default hereunder. This Letter of Credit shall be redeemable by the Owner should Contractor fail to fully satisfy all of the terms and conditions of this Contract and shall be payable upon presentation to the bank together with a statement by Owner listing the specific default(s) of Contractor under the Agreement and the amount of loss resulting from said defaults. The bank shall be entitled to rely solely upon Owner's statement in any payment under the Letter of Credit.

8.21 To assure that no flammable, combustible, explosive, hazardous or toxic fluid, chemical or substance shall be brought into or kept upon the Lease premises, other than normal cleaning fluids or restaurant supplies stored in proper containers and maintained and disposed of in compliance with all applicable environmental laws.

8.22 To assure that all garbage and waste grease shall be placed in durable, easily cleanable, watertight, nonabsorbent, rodent and insect-proof container with tight fitting lids. Contractor shall be responsible, at its sole cost and expense, for the timely and proper storage and removal of its trash and rubbish. In the event Owner has established or should establish a common trash and rubbish removal or disposal program, Contractor shall participate in such program.

9. Owner's Responsibilities.

9.1 To provide the point of sale (POS) system that shall be operated by the Contractor.

9.2 Supply all initial restaurant furniture, kitchen equipment, bar equipment, food and beverage carts and any other equipment necessary to the Operation of the Restaurant, Kitchen, Lounge and Beverage Carts not specifically required to be provided by the Contractor. The upkeep and maintenance of the Owner supplied furniture and equipment shall be the responsibility of the Contractor. As to each piece of furniture or equipment supplied by Owner, if and when Contractor feels that due to age, excessive wear and tear, obsolescence, or major breakdown, Contractor can no longer justify additional expenditures to maintain or repair said piece of furniture or equipment, Contractor shall prepare a written report that shall include the make, model, initial cost, total repairs and costs related thereto along with an estimated replacement cost. This report shall be presented to Owner's management for advance review and then to the Atchafalaya Golf Commission at its monthly meeting held at the Clubhouse at 5:00 pm on the second Tuesday of each month for its consideration. All replacements required of the aforementioned furniture and equipment, not occasioned by the fault or neglect of the Contractor, its customers, patrons, and/or guests shall be of the same brand, make and model (or approved equal) of the aforementioned furniture and equipment and shall be provided at the Owner's total cost. Owner shall prepare and provide upon execution a detailed listing of all furniture, kitchen equipment, bar equipment, food and beverage carts and any other equipment supplied under this Article, which listing will become an addendum to this Agreement.

9.3 Owner shall not be responsible for lost sales due to equipment failure, Acts of God, or any other occurrence beyond the control of the Owner for the clubhouse or the golf course.

10. Review Committee.

10.1 A committee of three (3), comprising one representative of Owner, the Director of Golf and one representative of Contractor, is hereby established to provide communications between the parties regarding review of operations, performance, and discussion of concerns. The committee shall meet on an as-needed basis and under no circumstances less than quarterly on the first Monday following the end of each calendar quarter at 10:00 o'clock a.m. at the office of the Director of Golf during the term and attendance is mandatory. Owner and Contractor shall address and respond to any concerns of the other and take reasonable steps to correct.

11. Books and Records.

11.1 Contractor shall maintain its books and records of operations, and provide upon request of Owner the inspection of same. Contractor agrees to utilize only Owners POS equipment and all gross sales shall be reported and entered into said POS equipment in real time. This POS equipment shall include, as one of its software procedures, a non-resettable grand total.

11.2 On or before the 5th day of each month, Contractor shall submit to Owner a complete gross sales statement in a form prescribed by Owner and such statistical reports in such form as Owner shall reasonably require from time to time, for the previous month immediately ended.

11.3 Contractor shall keep and preserve full and complete records of the Restaurant business for at least three (3) years in a manner and form satisfactory to Owner and shall also deliver such additional financial, operating and other information and reports as Owner may reasonably request on the forms and in the manner prescribed by Owner; provided, however, that lessee shall maintain, at a minimum, those books and records required to be kept by the Internal Revenue Service under the Internal Revenue Code for purposes of its regulation of Contractor's business and make the same books available to Owner.

11.4 The Owner shall have the right to assemble and disseminate to third parties financial and other information regarding the Contractor only to the extent required by law.

12. Covenants of Contractor.

12.1 Contractor covenants and agrees with as follows:

12.2 That it will protect as confidential and will not disclose (other than in connection with Contractor's assigned duties or as Owner may consent in writing) proprietary information. In furtherance of such obligations Contractor will not divulge, copy, reveal, sell, license, or

otherwise make available, in whole or in part, any proprietary information to any other person, firm, or corporation, in any fashion whatsoever, nor will it appropriate any such proprietary information for its own use personally or as a partner, agent, shareholder, independent contractor, or an employee of any person, firm, or corporation. For purposes hereof, the term "proprietary information" shall mean all information, whenever developed, concerning Owner, including financial data, writings, computer software, sales policy, customer information, techniques, trade secrets, sources of supplies, know-how, plans or programs or other knowledge that is proprietary or confidential in nature and was or shall be directly or indirectly developed by Owner.

12.3 Upon termination of this Agreement for any reason, Contractor shall immediately return to Owner any materials in its possession relating to the proprietary information. Contractor's obligation to preserve the confidentiality of proprietary information shall survive this Agreement for a period of two (2) years.

12.4 To comply with all applicable, civil and criminal laws, rules, regulations, ordinances, and orders of public authorities; to refrain from performing, directly or indirectly, any act injurious or prejudicial to the good will associated with the Owner's proprietary marks and systems, and to keep full, complete, and accurate books and accounts in accordance with generally acceptable accounting principles.

12.5 To protect its employees and providers and its customers from the corona virus and establish procedure to effect compliance with any legal mandates.

12.6 To establish and maintain during the term of this inspection and safety checks each morning and routinely thereafter to discover unsafe or potentially dangerous conditions and, in such event, to secure and clean the area, take out of service any item in disrepair and report the condition to Owner in the manner agreed upon.

13. Indemnification.

13.1 The Contractor agrees to protect, defend, indemnify, save, and hold harmless the Atchafalaya Golf Course Commission, St. Mary Parish Government, all Parish Departments, Agencies, Boards, Commissions, its officers, agents, servants and employees, from and against any and all claims, demands, expenses, liability and losses arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the Owner as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the sole negligence of the Parish of St. Mary, all Parish Departments, Agencies, Boards, Commissions, its Agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it [claims, etc.] is groundless, false, or fraudulent.

The Owner agrees to protect, defend, indemnify, save, and hold harmless the Contractor, its officers, agents, servants and employees, from and against any and all claims, demands, expenses, liability and losses arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Owner, its agents, servants, and employees, and any and all costs, expense and/or attorney fees incurred by the Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the sole negligence of the Contractor its agents, representatives, and/or employees. Owner agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it [claims, etc.] is groundless, false, or fraudulent.

14. Relationship of Parties.

14.1 Contractor shall at all times act as an independent contractor, and nothing herein shall be deemed to create an employment, partnership, joint venture, or agency relationship

between the parties. Contractor shall neither have nor claim any right arising from any such relationship.

15. Assignment.

15.1 Contractor shall not assign this Agreement or any interest in said Agreement or the operation without Owner's prior written consent.

16. Damage to Property and Equipment.

16.1 Contractor assumes all responsibility for the damage to the premises and equipment caused by its operations and is liable for all loss or damage to the leased Equipment, ordinary wear and tear excepted. All Equipment lost or damages beyond repair will be paid for by the Contractor at the market price and all damaged equipment which can be repaired will be repaired and the repairs paid for by Contractor.

17. Cleanup.

17.1 Contractor shall, at its sole expense, keep the Clubhouse areas, including all bathrooms, at all times, free from storage items and waste materials and shall maintain these areas and equipment in a clean and sanitary condition.

18. Inspections.

18.1 Owners shall have the right to enter the Clubhouse areas for the purposes of inspection upon reasonable notice to Contractor. Owner shall have the right to inspect the Clubhouse areas at all reasonable times to ensure that Contractor's operation thereof is in compliance with industry and government standards and policies including the proper care of all equipment. In the event that such inspection reveals any deficiency or unsatisfactory condition with respect to any aspect of the operation, Contractor shall, within 72 hours of receipt of notice of such condition or such other time as Owner in its sole discretion may provide, correct or repair such deficiency or unsatisfactory condition if it is correctable or repairable within such time period, and, if not, shall within such time commence such correction or repair and thereafter diligently pursue same to completion. The preceding sentence notwithstanding, the Contractor shall take immediate action to correct or repair any deficiency or unsatisfactory condition which poses a risk to public health or safety. In the event Contractor fails to comply with the foregoing obligations to correct and repair, Owner, upon 24 hours' notice to Contractor, shall have the right, without being guilty of trespass or tort, to forthwith make or cause to be made such corrections or repairs, and the expense thereof, including board, wages, lodging and transportation of Owner's personnel, if utilized, shall be paid by Contractor upon billing by Owner. The foregoing shall be in addition to any other right or remedies the Owner may have.

19. Insurance.

19.1 Contractor shall, at its own expense, secure and maintain insurance coverage in limits not less than set for on the attached Exhibit B ("Insurance Requirements"). Failure to carry such insurance shall not relieve Contractor of liability as provided for in this agreement, and Owner shall have the right in such event to provide such insurance and to charge the cost thereof to Contractor. Contractor further covenants and agrees that all insurance shall identify the Property of Owner and shall name Owner as an additional insured as its respective interest may appear in said policies of insurance and renewals thereof from time to time during the term of this Agreement. Contractor shall deliver copies of said policies of insurance and/or certificates thereof to Owner.

20. Events of Default.

20.1 Owner may terminate the Agreement upon any of the following events:

- (1) The death or disability of Member Edgar Martien.
- (2) Adverse changes in the economy affecting Owner's ability to meet its budget targets.

(3) Should voluntary or involuntary receivership or bankruptcy proceedings be commenced by or against Contractor; which petition is not dismissed within thirty (30) days after the filing, or should Contractor make an assignment for the benefit of creditors, or should Contractor abandon the Property.

(4) Contractor becomes incapacitated or incapable of carrying out the obligations of Contractor under this Agreement.

(5) If the Contractor is charged or indicted for fraud or tax evasion, or its employees or agents are charged in a court of law of any crime (a) that involves moral turpitude, constitutes a felony related to the Contractor or its affiliates, or any crime or offense that Owner believes injurious to its operations.

(6) Contractor breaches or fails to perform his duties, obligations, and responsibilities under this Agreement or engages in any misconduct or acts of fraud upon the Owner and fails to cure the same within the time allowed in this agreement.

(7) Contractor violates any written policy of the Owner attached hereto or any policy adopted hereafter and necessarily required for the protection of the building or protection of insurance coverage the violation or repeated violation of which would ordinarily result in termination and fails to cure the same within the time allowed in this agreement.

(8) Failure to perform in a good and professional workmanlike manner and failure to cure within the time allowed in this agreement.

(9) An intentional misrepresentation by Contractor of a material fact in connection with any financial statement or other document submitted by it to Contractor.

(10) Any material breach of this agreement or any other agreement pertaining hereto which Contractor is a party to or is bound thereto and failure to cure the same within the time allowed in this agreement.

(11) Failure to make payment for labor, services, material, equipment, insurance, taxes, or other items or obligations furnished or incurred regarding the services; and failure to cure the same within the time allowed in this agreement, or

(12) Failure to remedy any other default by Contractor under this Agreement.

20.2 Contractor may terminate the agreement upon the occurrence of any one of the following:

(1) Owner breaches or fails to perform his duties, obligations, and responsibilities under this Agreement or engages in any misconduct or acts of fraud upon the Contractor and fails to cure the same within the time allowed in this agreement.

(2) An intentional misrepresentation by Owner of a material fact in connection with any document submitted by it to Owner.

(3) Any material breach of this agreement or any other agreement pertaining hereto which Owner is a party to or is bound thereto and failure to cure the same within the time allowed in this agreement.

(4) Failure to remedy any other default by Owner under this Agreement.

21. Remedies.

21.1 In the event of default, either party hereto shall be provided written notice describing the nature of the default, and upon failure to cure and/or satisfactorily remedy the default within thirty (30) days, either party, without further notice or demand, may exercise each of the following remedies in addition to those remedies which may otherwise be afforded by law:

(1) Cancel this Agreement immediately and, in the case of the Owner, –take possession of the premises;

(2) In the case of the Owner, demand immediate return of all keys and to vacate the premises; and/or

(3) Exercise any other rights available to it under law, including, at the option of the non-defaulting party, specific performance.

21.2 In the case an attorney is employed to protect the rights of either party or to enforce any obligation herein, the defaulting party agrees to pay the non-defaulting party and shall be taxed reasonable attorney's fees incurred by the non-defaulting party in the enforcement of any obligation herein or the protection of any rights of Owner.

22. Cancellation.

22.1 If, at any time after the effective date hereof, the whole or any part of the leased premises should be destroyed or damaged by fire or other casualties to the extent that Contractor should cease to have use of the premises, Owner is given the option to terminate the Agreement or repair the leased premises and continue this Agreement. If Owner elects to repair the premises, compensation and reimbursement payments shall be abated beginning the next following month until Contractor re-occupies the premises, and Owner shall proceed with due diligence to restore same to the condition as existed before such damage or destruction. Should the premises be unusable for a period agreed to exceed one hundred twenty (120) days, Contractor may cancel and terminate this Agreement, effective from receipt of written notice of Owner.

23. Notices.

All notices and payments required hereunder shall be as follows:

OWNER: Atchafalaya Golf Course Commission
P. O. Box 1199
Patterson, LA 70392

CONTRACTOR: KFGL, LLC
P. O. Box 2751
Morgan City, Louisiana 70381

THUS DONE AND SIGNED this ____ day of _____, 2020 but is effective as of the effective date of said Agreement.

OWNER:

WITNESSES:

ST. MARY PARISH GOVERNMENT

By: _____
David Hanagriff, Parish President

THUS DONE AND SIGNED this ____ day of _____, 2020.

ATCHAFALAYA GOLF COURSE
COMMISSION

By: _____
Rudy C. Sparks, Chairman

THUS DONE AND SIGNED this ____ day of _____, 2020.

CONTRACTOR:

KFGL, LLC

By: _____
Edgar Martien, Member

EXHIBIT B

The Contractor shall provide to the Owner Certificates of Insurance as follows:

General Liability -	\$1,000,000.00
Auto Liability -	\$1,000,000.00
Workers Compensation -	\$1,000,000.00

subject to the following insurance requirements:

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

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 limit of \$1,000,000.00.

The Contractor shall name as additional insured, the Atchafalaya Golf Course Commission, St. Mary Parish Government, all Parish Departments, Agencies, employees, volunteers as respects to liability arising out of activities performed by or on behalf of the Contracting Party; as respects to products and completed operations of the Contracting Party, and premises owned, occupied or used by the Contracting Party. 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 Contractor shall obtain certificates of insurance and original endorsements effecting coverage required by this Section. The Contractor shall provide copies of certificates and endorsements to the Parish within ten days of receipt by the Contractor. 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.

The Contractor shall include all Sub-Contractors as insured under its policies or shall furnish separate certificates and endorsements for each Sub-Contractor. All coverage for Sub-Contractors shall be subject to all requirements as stated herein.

On Worker's Compensation and Employers Liability Coverage, the Contractor shall have the insurer agree to waive all rights of subrogation against the Atchafalaya Golf Course Commission, St. Mary Parish Government, their officers, officials, employees and volunteers for losses arising from work performed by the Contracting Party for the Parish. The Contractor shall provide copies of certificates with waivers to the Parish within ten days of receipt by the

Contractor. The Certificates with waivers 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.

Thirty (30) days prior notice of cancellation or material change in the policies shall be given to the Parish by registered mail, return receipt requested, on all of the required coverage provided to the Parish.

If at any time, any of the said policies shall be or become unsatisfactory to Parish, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Parish, the Contractor shall promptly obtain a new policy, submit the same to the Parish for approval and submit a certificate thereof as hereinabove provided.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this agreement, at the election of the Parish, may be forthwith declared suspended, discontinued, or terminated. Failure of the Parish to take out and/or to maintain or the taking out of and/or maintenance of required insurance shall not relieve the Contractor from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

Rev. Mathews moved that the following ordinances be adopted. Mr. Olander seconded the motion, which carried by the following 8-0-0-3 Roll Call vote:

YEAS: Mathews, Olander, Ramsey, Rulf, Bennett, Hidalgo, Rink, and Adams

NAYS: None

ABSTAIN: None

ABSENT: Ina, Hebert, and Duhon

ORDINANCE NO. 2219

An ordinance authorizing the incurring of debt and issuance of Six Hundred Thousand Dollars (\$600,000) of Certificates of Indebtedness, Series 2020 of the Parish of St. Mary, State of Louisiana; prescribing the form, terms and conditions of such Certificates and providing for the payment thereof; authorizing an agreement with the Paying Agent, if required; and providing for other matters in connection therewith.

WHEREAS, the budget for the Parish of St. Mary, State of Louisiana (the "Issuer"), adopted for the fiscal year ending December 31, 2020, shows an excess of revenues over statutory, contractual, necessary and usual charges and all other expenses for such fiscal year, sufficient to meet the maximum principal and interest requirements in any future year on the Certificates authorized herein, and the Issuer will herein obligate itself and its successors in office to budget and set aside annually adequate funds for the payment of such Certificates; and

WHEREAS, the Issuer now desires to incur debt and issue Six Hundred Thousand Dollars (\$600,000) of Certificates of Indebtedness, Series 2020 (the "Certificates"), pursuant to Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act"), for the purposes of acquiring, constructing, extending, or improving works of public improvement within the Issuer and paying the costs of issuance of the Certificates;

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

SECTION 1) **Definitions**. As used herein, the following terms shall have the following meanings, unless the context otherwise requires:

"Act" means Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

"Agreement" means the agreement to be entered into between the Issuer and the Paying Agent pursuant to this Ordinance, if required.

"Certificates" means the Issuer's Certificates of Indebtedness, Series 2020, authorized by this Ordinance, in the total aggregate principal amount of Six Hundred Thousand Dollars (\$600,000), whether initially delivered or issued in exchange for, upon transfer of, or in lieu of any Certificate previously issued.

"Certificate Register" means the records kept by the Paying Agent at its designated office in which registration of the Certificates and transfer of the Certificates shall be made as provided herein.

"Code" means the Internal Revenue Code of 1986, as amended.

"Executive Officers" shall mean collectively the Parish President, the Council Chairman and Clerk of Council of the Parish of St. Mary, State of Louisiana.

"Fiscal Year" means the one-year accounting period beginning on January 1 of each year, or such other period as may be designated by the Governing Authority as the fiscal year of the Issuer.

"Governing Authority" shall mean the St. Mary Parish Council, or its successor in function.

"Government Securities" means direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, which are non-callable prior to their maturity, may be United States Treasury obligations such as the State and Local Government Series and may be in book-entry form.

"Interest Payment Date" means June 1 and December 1 of each year, commencing December 1, 2020.

"Issuer" means the Parish of St. Mary, State of Louisiana.

"Ordinance" means this Ordinance authorizing the issuance of the Certificates, as it may be supplemented and amended.

"Outstanding" when used with respect to Certificates means, as of the date of determination, all Certificates or portions thereof theretofore issued and delivered under this Ordinance, except:

1. Certificates theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
2. Certificates for which payment or redemption sufficient funds or Government Securities or both have been theretofore paid or deposited in trust for the owners of such Certificates;
3. Certificates in exchange for or in lieu of which other Certificates have been registered and delivered pursuant to this Ordinance; and
4. Certificates alleged to have been mutilated, destroyed, lost or stolen which have been paid as provided in this Ordinance or by law,

"Owner" or **"Owners"** when used with respect to any Certificates means the Person in whose name such Certificates is registered in the Certificate Register.

"Paying Agent" means Hancock Whitney Bank, Baton Rouge, Louisiana, unless and until a successor Paying Agent shall have been appointed pursuant to the applicable

provisions of this Ordinance, and thereafter "Paying Agent" shall mean such successor Paying Agent.

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Purchaser" means Hancock Whitney Bank, Gulfport, Mississippi, the original purchaser of the Certificates.

"Record Date" for the interest payable on any Interest Payment Date means the 15th calendar day of the month next preceding such Interest Payment Date.

SECTION 2) **Authorization of Certificate; Maturities.** In compliance with the terms and provisions of the Act, there is hereby authorized the incurring of an indebtedness of Six Hundred Thousand Dollars (\$600,000) for, on behalf of, and in the name of the Issuer, to provide funds for the purpose of acquiring, constructing, extending, or improving works of public improvement within the Issuer and paying the costs of issuance of the Certificates, and to represent said indebtedness this Governing Authority does hereby authorize the issuance of Six Hundred Thousand Dollars (\$600,000) of Certificates of Indebtedness, Series 2020, of the Issuer. The Certificates shall be initially issued in the form of a single, fully registered Certificate numbered R-1, shall be dated the date of delivery, which is anticipated to be June 30, 2020, and shall be in the principal amount of Six Hundred Thousand Dollars (\$600,000). The Certificate shall have a stated maturity of June 1, 2025, and shall mature in installments as shown in Section 4 hereof. The unpaid principal of the Certificate shall bear interest from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date, commencing December 1, 2020, at the rate of 3.25% per annum.

The principal of and interest on the Certificates shall be payable by check of the Issuer mailed directly to the Owner or the Paying Agent mailed by the Paying Agent to the Owner (determined as of the close of business on the Record Date) at the address shown on the Certificate Register, provided, however, that principal of the Certificate at final maturity shall be payable at the designated office of the Paying Agent upon presentation and surrender thereof. Each Certificate delivered under this Ordinance upon transfer of, in exchange for or in lieu of any other Certificate shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Certificate, and each such Certificate shall bear interest (as herein set forth) so neither gain nor loss in interest shall result from such transfer, exchange or substitution.

No Certificates shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificates a certificate of registration, substantially in the form provided in this Ordinance, executed by the Paying Agent by manual signature.

SECTION 3) **Optional Redemption of Certificates**. The Certificates are not callable for redemption prior to their stated maturities without the written consent of the Owners.

SECTION 4. **Principal Installments of Certificates**. The Certificate shall mature in installments, without redemption premium or necessity of notice, on June 1 in the years and in the principal amounts set forth below, plus accrued interest thereon:

Year (June 1)	Principal Due
2021	\$115,000
2022	\$115,000
2023	\$120,000
2024	\$125,000
2025*	\$125,000

* Final Maturity

SECTION 5. **Registration and Transfer**. The Issuer shall cause the Certificate Register to be kept by the Paying Agent. The Certificates may be transferred, registered and assigned only on the Certificate Register, and such registration shall be at the expense of the Issuer. A Certificate may be assigned in its entirety, but not in part, only by the execution of an assignment form on the Certificates. A new Certificate or Certificates may, upon request, be delivered by the Paying Agent to the last assignee (the new Owner) in exchange for such transferred and assigned Certificates after receipt of the Certificates to be transferred in proper form. Such new Note shall be in a denomination equal to the original principal amount of the Certificate but shall Certificate the principal amount that has been paid to date. Neither the Issuer nor the Paying Agent shall be required to issue, register, transfer or exchange any Certificate during a period beginning at the opening of business on a Record Date and ending at the close of business on the Interest Payment Date.

SECTION 6. **Form of Certificates**. The Certificates and the endorsements to appear thereon shall be in substantially in the form attached hereto as **Exhibit A**.

SECTION 7. **Execution of Certificates.** The Certificates shall be signed by the Executive Officers for, on behalf of, in the name of and under the corporate seal of the Issuer, which signatures and corporate seal may be either manual or facsimile.

SECTION 8. **Pledge and Dedication of Revenues.** The Certificates shall be secured by and payable from the excess of annual revenues of the Issuer above statutory, contractual, necessary and usual charges (as set forth in the Act) in each Fiscal Year during which the Certificates are outstanding. There is hereby irrevocably pledged and dedicated to the payment of the Certificates an amount of such excess of annual revenues sufficient to pay same in principal and interest as they respectively mature. Until the Certificates shall have been paid in full in principal and interest, this Governing Authority does hereby obligate the Issuer, itself and its successors in office, to budget annually a sum of money sufficient to pay the principal of and interest on the Certificates, including any principal and/or interest theretofore matured and then unpaid, and to levy and collect in each year taxes and to collect other revenues, within the limits prescribed by law, sufficient to pay the principal of and the interest on the Certificates after payment in such years of all the said statutory, contractual, necessary and usual charges of the Issuer (as set forth in the Act) for the then current Fiscal Year. No further or additional pledges or dedications of the aforesaid excess of annual revenues shall be made which shall have priority over or parity with the pledge and dedication of such revenues herein made, except as provided in Section 11 hereof.

SECTION 9. **Sinking Fund.** For the payment of the principal of and the interest on the Certificates, there is hereby maintained a special fund to be known as "*Parish of St. Mary Certificates of Indebtedness Sinking Fund,*" said Sinking Fund to be maintained with the regularly designated fiscal agent bank of the Issuer. The Issuer shall deposit in the Sinking Fund at least three (3) days in advance of each Interest Payment Date funds fully sufficient to promptly pay the maturing principal and interest so falling due on such date. Said fiscal agent bank shall make available from said Sinking Fund to the Paying Agent for the Certificates at least one (1) day in advance of the date on which each payment of principal and interest falls due, funds fully sufficient to pay promptly the principal and interest falling due on such date.

It shall be specifically understood and agreed, however, and this provision shall be a part of this contract, that after the funds have actually been budgeted out of the revenues in any Fiscal Year sufficient to pay the principal and interest on the Certificate for that Fiscal Year, then any

excess of such revenues remaining in that Fiscal Year shall be free for expenditure by the Issuer for any lawful corporate purpose of the Issuer.

All moneys deposited with the regularly designated fiscal agent bank or banks of the Issuer or the Paying Agent under the terms of this Ordinance shall constitute sacred funds for the benefit of the Owners of the Certificate, and shall be secured by said fiduciaries at all times to the full extent thereof in the manner required by law for the securing of deposits of public funds.

All or any part of the moneys in the Sinking Fund shall, at the written request of the Issuer, be invested in accordance with the provisions of the laws of the State of Louisiana, in which event all income derived from such investments shall be transferred to the general fund.

SECTION 10. **Budget; Audit.** As long as any of the Certificates are outstanding and unpaid in principal or interest, the Issuer shall prepare and adopt a budget prior to the beginning of each Fiscal Year and shall furnish a copy of such budget after its adoption to any Owner of the Certificates upon request. After the close of each Fiscal Year, the Issuer shall cause an audit of its books and accounts to be made by the Legislative Auditor or an independent firm of certified public accountants showing the receipts and disbursements made by the Issuer during the previous Fiscal Year. Such audit shall be promptly furnished to any Owner of the Certificates upon request.

SECTION 11. **Parity Obligations.** The Issuer shall issue no other Certificates or obligations of any kind or nature payable from or enjoying a lien on the revenues of the Issuer having priority over or parity with the Certificates, except that additional obligations may hereafter be issued on a parity with the Certificates under the following conditions:

(1) The Certificates herein authorized or any part thereof, including the interest thereon, may be refunded as permitted herein, and the refunding Certificates so issued shall enjoy complete equality of lien with the portion of the Certificates which is not refunded, if there be any, and the refunding Certificates shall continue to enjoy whatever priority of lien over subsequent issues may have been enjoyed by the Certificates refunded; provided, however, that if only a portion of the Certificates outstanding are so refunded and the refunding Certificates require total principal and interest payments during any year in excess of the principal and interest which would have been required in such year to pay the Certificates refunded thereby, then such Certificates may not be refunded without the consent of the Owner of the unrefunded portion of the Certificates issued hereunder (provided such consent shall not be required if such refunding Certificates meet the requirements set forth in clause 2 of this Section).

(2) (a) The net excess of annual revenues of the Issuer (excess of general revenues over expenditures, which shall include revenues from any source which may be transferred to the General Fund of the Issuer to pay the debt service on the Certificates) for the Fiscal Year immediately preceding the issuance of any additional parity obligations must have been not less than *1.15 times* the highest annual debt service requirements in any succeeding Fiscal Year on all such obligations then outstanding, including the Certificates, the proposed obligations, and any other obligations theretofore issued and then outstanding which are payable from the excess

of general revenues of the Issuer (but not including obligations which have been refunded or provisions otherwise made for their full and complete payment and redemption); and

(b) The Issuer must be in full compliance with all covenants and undertakings in connection with the Certificates and there must be no delinquencies in payments required to be made in connection therewith.

Junior and subordinate Certificates may be issued without restriction.

SECTION 12. **Application of Proceeds.** The Executive Officers are hereby empowered, authorized and directed to do any and all things necessary and incidental to carry out all of the provisions of this Ordinance, to cause the necessary Certificates to be typed or printed, to issue, execute and seal the Certificates, and to effect delivery thereof as hereinafter provided. The proceeds derived from the sale of the Certificates shall be deposited by the Issuer in a special fund to be called "Parish of St. Mary Certificates of Indebtedness, Series 2020, Project Fund" hereby established and to be maintained with any regularly designated fiscal agent bank or banks of the Issuer to be used only for the purposes for which the Certificates are being issued.

SECTION 13. **Certificates Legal Obligation.** The Certificates shall constitute a binding and valid obligation of the Issuer and shall be the only representation of the indebtedness as herein authorized and created.

SECTION 14. **Ordinance a Contract.** The provisions of this Ordinance shall constitute a contract between the Issuer and the Owner from time to time of the Certificates and the provisions of such contract shall be enforceable by appropriate proceedings to be taken by such Owner, either by law or in equity. No material modification or amendment of this ordinance, or any ordinance or enactment amendatory hereof or supplemental hereto, may be made without the consent in writing of the Owner of the Certificates then outstanding.

SECTION 15. **Severability; Application of Subsequently Enacted Laws.** In case any one or more of the provisions of this Ordinance or of the Certificates shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance or of the Certificates, but this Ordinance and the Certificates shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provisions enacted after the date of this Ordinance which validate or make legal any provision of this Ordinance and/or the Certificates which would not otherwise be valid or legal, shall be deemed to apply to this Ordinance and to the Certificates.

SECTION 16. **Recital of Regularity.** This Governing Authority having investigated the regularity of the proceedings had in connection with the Certificates and having determined the same to be regular, the Certificates shall contain the following recital, to-wit:

"It is certified that this Certificate is authorized by and issued in conformity with the requirements of the Constitution and statutes of the State of Louisiana."

SECTION 17. **Effect of Registration.** The Issuer, the Paying Agent, and any agent of either of them may treat the Owner in whose name the Certificates are registered as the Owner of such Certificates for the purpose of receiving payment of the principal of and interest on such Certificates and for all other purposes whatsoever, and to the extent permitted by law, neither the Issuer, the Paying Agent, nor any agent of either of them shall be affected by notice to the contrary.

SECTION 18. **Notices to Owners.** Wherever this Ordinance provides for notice to Owners of Certificates of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and delivered via accepted means of electronic communication or mailed, first-class postage prepaid, to each Owner of such Certificates, at the address of such Owner as it appears in the Certificate Register. In any case where notice to Owners of Certificates is given by mail, neither the failure to mail such notice to any particular Owner of Certificates, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Owner or Owners entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 19. **Cancellation of Certificates.** Any Certificates surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Paying Agent, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent and, if not already canceled, shall be promptly canceled by the Paying Agent. The Issuer may at any time deliver to the Paying Agent for cancellation any Certificates previously registered and delivered which the Issuer may have acquired in any manner whatsoever, and any Certificates so delivered shall be promptly canceled by the Paying Agent. Any canceled Certificates held by the Paying Agent shall be disposed of as directed in writing by the Issuer.

SECTION 20. **Amendments to Ordinance.** No material modification or amendment of this Ordinance, or of any ordinance amendatory hereof or supplemental hereto, may be made

without the consent in writing of the Owners of two-thirds (2/3) of the aggregate principal amount of the Certificates then outstanding; provided, however, that no such modification or amendment shall permit a change in the maturity of the Certificates or the redemption provisions thereof, or a reduction in the rate of interest thereon, or the promise of the Issuer to pay the principal of and the interest on the Certificates as the same shall come due from the Revenues of the Issuer, or reduce the percentage of owners required to consent to any material modification or amendment of this Ordinance, without the consent of the Owner or Owners of the Certificates.

SECTION 21. **Mutilated, Destroyed, Lost or Stolen Certificates.** If (a) any mutilated Certificate is surrendered to the Paying Agent, or the Issuer and the Paying Agent receive evidence to their satisfaction of the destruction, loss, or theft of any Certificate, and (b) there is delivered to the Issuer and the Paying Agent such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent that such Certificate has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request the Paying Agent shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Certificate, a new Certificate of the same maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding. In case any such mutilated, destroyed, lost, or stolen Certificate has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Certificate, pay such Certificate. Upon the issuance of any new Certificate under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith. Every new Certificate issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Certificate shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Certificate shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other outstanding Certificates. The procedures set forth in the Agreement authorized in this Ordinance shall also be available with respect to mutilated, destroyed, lost or stolen Certificates. The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 22. **Discharge of Ordinance; Defeasance.** If the Issuer shall pay or cause to be paid to the Owners of all Certificates then outstanding the principal of and interest to become

due thereon, at the times and in the manner stipulated therein and in this Ordinance, then the covenants, agreements and other obligations of the Issuer to the Owners shall be discharged and satisfied. In such event, the Paying Agent shall, upon the request of the Issuer, execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction and the Paying Agent shall pay over or deliver to the Issuer all moneys, securities and funds held by them pursuant to this Ordinance which are not required for the payment of Certificates not theretofore surrendered for such payment.

Certificates or principal or interest installments thereof for the payment of which money shall have been set aside and shall be held in trust (through deposit by the Issuer of funds for such payment or otherwise) at the maturity date thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section. Certificates or principal or interest installments thereof shall be deemed to have been paid, prior to their maturity, within the meaning and with the effect expressed above in this Section if they have been defeased pursuant to Chapter 14 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, or any successor provisions thereto.

SECTION 23. **Successor Paying Agent; Paying Agent Agreement.** The Issuer will at all times maintain a Paying Agent meeting the qualifications hereinafter described for the performance of the duties hereunder for the Certificates. The designation of Hancock Whitney Bank as the initial Paying Agent in this Ordinance is hereby confirmed and approved. The Issuer reserves the right to appoint a successor Paying Agent by (a) filing with the Person then performing such function a certified copy of a resolution or an ordinance giving notice of the termination of the Agreement and appointing a successor and (b) causing notice to be given to each Owner. Every Paying Agent appointed hereunder shall at all times be a bank or trust company organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers, and subject to supervision or examination by Federal or State authority. If required, the Executive Officers are hereby authorized and directed to execute an appropriate Agreement with the Paying Agent for and on behalf of the Issuer in such form as may be satisfactory to said officers, the signatures of said officers on such Agreement to be conclusive evidence of the due exercise of the authority granted hereunder.

SECTION 24. **Arbitrage.** The Issuer covenants and agrees that, to the extent permitted by the laws of the State of Louisiana, it will comply with the requirements of the Code in order to establish, maintain and preserve the exclusion from "gross income" of interest on the Certificates

under the Code. The Issuer further covenants and agrees that it will not take any action, fail to take any action, or permit any action within its control to be taken, or permit at any time or times any of the proceeds of the Certificates or any other funds of the Issuer to be used directly or indirectly in any manner, the effect of which would be to cause the Certificates to be "arbitrage bonds" or would result in the inclusion of the interest on any of the Certificates in gross income under the Code, including, without limitation, (i) the failure to comply with the limitation on investment of Certificate proceeds or (ii) the failure to pay any required rebate of arbitrage earnings to the United States of America or (iii) the use of the proceeds of the Certificates in a manner which would cause the Certificates to be "private activity bonds."

SECTION 25. **Designation as a "Qualified Tax-Exempt Obligation"**. The Certificates are designated as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3)(B) of the Code. In making this designation, the Issuer finds and determines that:

- (a) the Certificates are not "private activity bonds" within the meaning of the Code; and
- (b) the reasonably anticipated amount of qualified tax-exempt obligations which will be issued by the Issuer and all subordinate entities in calendar year 2020 does not exceed \$10,000,000.

The Executive Officers are hereby empowered, authorized and directed to take any and all action and to execute and deliver any instrument, document or Certificates necessary to effectuate the purposes of this Section.

SECTION 26. **Disclosure Under SEC Rule 15c2-12(b)** It is recognized that the Issuer will not be required to comply with the continuing disclosure requirements described in the Rule 15c2-12(b) of the Securities and Exchange Commission [17 CFR 240.15c2-12(b)].

SECTION 27. **Publication**. A copy of this Ordinance shall be published immediately after its adoption in one (1) issue of the official journal of the Issuer with the effect as set forth in the Act.

SECTION 28. **Award of Certificates**. The Issuer hereby accepts the offer of Hancock Whitney Bank, Baton Rouge, Louisiana, for the Certificates, which offer is attached as Exhibit "A" hereto, and an Executive Officer is hereby authorized to execute said offer on behalf of the Issuer. As a condition to the delivery of the Certificates to the Purchaser, the Purchaser will execute a standard letter, acceptable to it and the Issuer, indicating it has conducted its own analysis with respect to the Certificates and is extending credit in the form of the Certificates as a vehicle for making a commercial loan to the Issuer.

SECTION 29. **Headings.** The headings of the various sections hereof are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions hereof.

SECTION 30. **Effective Date.** This Ordinance shall become effective immediately.

This ordinance having been offered and read on this the 13th day of May 2020; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 10th day of June 2020; was adopted.

APPROVED:

**DEAN S. ADAMS, 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 11th day of June 2020 at the hour of 5:34 p.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 15th day of June 2020 at the hour 9:10 a.m.

EXHIBIT A

NO. R-1

PRINCIPAL AMOUNT \$600,000

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

**CERTIFICATE OF INDEBTEDNESS, SERIES 2020
OF THE
PARISH OF ST. MARY, STATE OF LOUISIANA**

Certificate <u>Date</u>	Interest <u>Rate</u>	Final <u>Maturity</u>
June 30, 2020	3.25%	June 1, 2025

THE PARISH OF ST. MARY, STATE OF LOUISIANA (the "Issuer"), promises to pay, but solely from the source and as hereinafter provided, to:

HANCOCK WHITNEY BANK

or registered assigns, on the Maturity Date set forth above, the principal amount set forth above, to the extent not already paid, together with interest thereon from the Certificate Date set forth above or the most recent interest payment date to which interest has been paid or duly provided for, at the Interest Rate per annum set forth above, payable on December 1, 2020, and annually thereafter on June 1 of each year (the "Interest Payment Date"), until said Principal Amount is paid. The principal of this Certificate, on the Final Maturity Date set forth above, is payable in lawful money of the United States of America at the designated office of Hancock Whitney Bank, in the city of Baton Rouge, Louisiana, or successor thereto (the "Paying Agent"), upon presentation and surrender hereof. Other payments of principal and interest on this Certificate are payable by check mailed by the Paying Agent to the registered owner (determined as of the close of business on the 15th calendar day of the month next preceding each Interest Payment Date) at the address as shown on the registration books of the Paying Agent.

This Certificate comprises the entire issue aggregating in principal the sum of Six Hundred Thousand Dollars (\$600,000) (the "Certificates"), said Certificates having been issued by the Issuer pursuant to an Ordinance adopted by its governing authority on June 10, 2020 (the "Ordinance"), for the purpose of acquiring, constructing, extending, or improving works of public improvement within the Parish and paying the costs of issuance of the Certificates, under the authority conferred by Part II of Chapter 4 of Subtitle II of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority.

The Certificates are not callable for redemption prior to their stated maturities without the written consent of the owner thereof.

This Certificate shall mature in installments, without redemption premium or necessity of notice, on June 1 in the years and in the principal amounts set forth below, plus accrued interest thereon:

<u>Year</u> <u>(June 1)</u>	<u>Principal</u> <u>Due</u>
2021	\$115,000
2022	\$115,000
2023	\$120,000
2024	\$125,000
2025*	\$125,000

* Final Maturity

The Issuer shall cause to be kept at the principal office of the Paying Agent a register (the "Certificate Register") in which registration of the Certificate and of transfers of the Certificate shall be made as provided in the Ordinance. The Certificate may be transferred, registered and assigned only on the Certificate Register, and such registration shall be at the expense of the Issuer. The Certificate may be assigned by the execution of the assignment form hereon or by other instrument of transfer and assignment acceptable to the Paying Agent. A new Certificate will be delivered by the Paying Agent to the last assignee (the new registered owner) in exchange for this transferred and assigned Certificate after receipt of this Certificate to be transferred in proper form.

This Certificate is secured by and payable from the excess of annual revenues of the Issuer above statutory, contractual, necessary and usual charges (as set forth in the Act) in each fiscal year of the Issuer during which the Certificate is outstanding, as described in the Ordinance. The Issuer has covenanted and agreed to budget annually a sum of money sufficient to pay the principal of and the interest on this Certificate, and to levy and collect in each year service charges and to collect other revenues within the limits prescribed by law, sufficient to pay the principal of and the interest on the Certificate after the payment in such years of all such statutory, contractual, necessary and usual charges. The Issuer, in the Ordinance has also entered into certain other covenants and agreements with the registered owner of this Certificate, including a provision for the issuance of *pari passu* obligations on parity with this Certificate for the terms of which reference is made to the Ordinance.

OFFER TO PURCHASE

May 26, 2020

Hon. David Hanagriff
Parish President
St. Mary Parish Government

Re: Certificates of Indebtedness, Series 2020, of the
Parish of St. Mary, State of Louisiana

Please accept this letter as a commitment of the undersigned to purchase the above-captioned issue of Certificates upon the terms and conditions outlined below:

1. **Issuer and Amount:** \$600,000 Certificates of Indebtedness, Series 2020 (the "Certificates") to be issued by the Parish of St. Mary, State of Louisiana (the "Issuer").
2. **Authority for Certificates:** Part II of Chapter 4 of Subtitle 11 of Title 39 of the Louisiana Revised Statutes of 1950, as amended, and other constitutional and statutory authority (the "Act").
3. **Purpose of and Security for Certificates:** For the purpose of acquiring, constructing, extending, or improving works of public improvement within the Issuer and paying the costs of issuance of the Certificates, said Certificates to be secured by and payable from the excess of annual revenues of the Issuer above statutory, contractual, necessary and usual charges as set forth in the Act in each of the fiscal years during which the Certificates are outstanding.
4. **Dated Date of Certificates:** Date of Delivery, which is anticipated to be on or about June 30, 2020.
5. **Form of Certificate:** The Certificates will be issued as a single term bond subject to annual principal payments.
6. **Interest Payment Dates:** June 1 and December 1 of each year, commencing December 1, 2020.
7. **Maturities:** The Certificates will mature on June 1 of each year, and we understand that the Certificates will be issued with a 5-year term.

5 Years - Bank Qualified - \$600,000 (Tax Exempt)

<u>Year</u> <u>(June 1)</u>	<u>Principal</u> <u>Due</u>	<u>Interest</u> <u>Rate</u>
2021	\$115,000	3.25%
2022	\$115,000	3.25%
2023	\$120,000	3.25%
2024	\$125,000	3.25%
2025	\$125,000	3.25%

8. **Redemption Provisions:** The Certificates are not callable for redemption prior to their stated maturities.
9. **Outstanding Parity Certificates:** The Issuer has no outstanding certificates or obligations that will be on parity with the proposed Certificates.
10. **Security:** The Certificates shall be secured by and payable from the excess of annual revenues of the Issuer above statutory, contractual, necessary and usual charges as set forth in the Act in each of the fiscal years during which the Certificates are outstanding.
11. **Paying Agent:** Hancock Whitney Bank, of Baton Rouge, Louisiana, is hereby recommended Paying Agent at the following fees:

Acceptance: \$ 750.00

Annual: 750.00

12. **Legal Opinion:** Legal opinions of Foley & Judell, L.L.P., as to the due authorization and validity of the Certificates, the federal and state tax-exemption of interest on the Certificates, and the bank qualified status of the Certificates will be required.
13. **Purchaser Letter:** The Purchaser will sign an investment letter indicating that it has made a full investigation of the security for the issue and has not relied upon or requested that any disclosure document be prepared by or on behalf of the Issuer, and that it is purchasing the Certificates without any intention to sell any portion thereof to any person other than another financial institution.
14. **Role of Purchaser:** The Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services.
15. **Bank Counsel:** The Purchaser will not require outside counsel.

If the foregoing meets with your approval, please sign one copy of this letter in the space Provided below and return it to the undersigned.

Yours very truly,

HANCOCK WHITNEY BANK

By: 

Title: Vice President

ACCEPTED BY THE PARISH OF ST. MARY, STATE OF LOUISIANA
ON _____, 2020.

By: _____
DAVID HANAGRIFF, PARISH PRESIDENT

In response to Mr. Bennett's inquiry, Mr. LaGrange explained that St. Mary Parish owns 30% of the City of Franklin's sewer plant because it receives and treats sewer from some of the unincorporated areas around Franklin and this Bond Issue will provide a portion of the sewer plant Parish's 30% share of the sewer plant renovation project.

ORDINANCE NO. 2220

An Ordinance amending Ordinance No. 1835 relative to temporarily moving two precincts for the July 11, 2020 and August 15, 2020 elections only.

WHEREAS, LA RS 18:534 gives St. Mary Parish the ability to change voting precinct locations when a polling place becomes unavailable due to an emergency caused by an act of God, and;

WHEREAS, two current voting precinct locations have become unavailable to use as polling places due to the threat of COVID-19 to the citizens who routinely use the buildings, and;

NOW, THEREFORE BE IT RESOLVED by the St. Mary Parish Council, in regular session assembled, that the following precinct locations are **TEMPORARILY AMENDED** for the **July 11, 2020** and **August 15, 2020** elections only:

Precinct 38 – Health Unit/911 Building
temporarily changed to
Precinct 37 – Morgan City Senior High School

AND

Precinct 45 – St. Mary AARP Senior Center
temporarily changed to
Precinct 43 – Wyandotte Elementary School

This ordinance shall become effective and be in full force upon adoption.

This ordinance having been offered and read on this the 13th day of May 2020; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 10th day of June 2020; was adopted.

APPROVED:

DEAN S. ADAMS, 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 11th day of June 2020, at the hour of 5:34 p.m.

APPROVED:

DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH

This ordinance was returned to the Clerk of the Council on this the 15th day of June 2020, at the hour of 9:10 a.m.

In response to Mr. Bennett's inquiry, Mr. LaGrange explained that the state requested to temporarily relocate two precincts for the July 11, 2020 election due to Covid-19.

ORDINANCE NO. 2221

An Ordinance prohibiting fishing along Cote Blanche Road and providing penalties for the violation of the same.

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

SECTION 1. It shall be unlawful for any person to fish along any part of Cote Blanche Road.

SECTION 2. Any person who shall violate the terms of this ordinance shall be deemed guilty of a misdemeanor and shall be punished by a fine of not more than \$500.00 or imprisonment in the Parish Jail for not more than six (6) months or both.

SECTION 3. The Department of Public Works shall place appropriate signs along the roadway, notifying the public of the prohibitions contained herein.

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 13th day of May, 2020; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 10th day of June 2020; was adopted.

APPROVED:

**DEAN S. ADAMS, 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 11th day of June 2020, at the hour of 5:34 p.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 15th day of June 2020, at the hour of 9:10 a.m.

Mr. Ramsey moved that the following Resolution be adopted. Rev. Mathews seconded the motion, which carried by the following 8-0-0-3 Roll Call vote:

YEAS: Olander, Ramsey, Rulf, Bennett, Hidalgo, Rink, Adams, and Mathews

NAYS: None

ABSTAIN: None

ABSENT: Ina, Hebert, and Duhon

RESOLUTION

WHEREAS, the St. Mary Parish Council desires to appoint an Advisory Standing Committee of Citizens, and;

WHEREAS, the Advisory Standing Committee of Citizens will be known as the “**Bayou Vista Streets and Civic Improvement Committee**”; and

WHEREAS, the Bayou Vista Streets and Civic Improvement Committee’s function shall be to study and make recommendations to the Parish Council, through the Councilperson for District 4, regarding the maintenance, repair, construction, demolition, safety and improvements, including signage and street lighting, to streets, property, and structures in Precincts 30 and 31 of St. Mary Parish.

NOW, THEREFORE BE IT RESOLVED that the St. Mary Parish Council does hereby appoint the following persons to the Bayou Vista Streets and Civic Improvement Committee and specifies their term of appointment as follows:

Bryan Protich -4 years

Chad Ross – 3 years

Deborah Louviere- 2 years

Beth Borque- 4 years

Nikki Gautreaux- 3 years

Rachel Joubert- 2 years

Ann Breaux – 4 years

Kevin Theriot- 3 years

Linette Beard Thibodaux- 2 years

BE IT FURTHER RESOLVED that the Bayou Vista Streets and Civic Improvement Committee shall meet monthly and choose it’s Chairperson once a year by majority vote.

BE IT FURTHER RESOLVED that the Bayou Vista Streets and Civic Improvement Committee shall hire a Secretary to record the audio, archive, keep notes, and prepare the MINUTES of every meeting and shall publish the MINUTES in the local newspaper as required by Law.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

In response to Mr. Olander's inquiry, Mr. Ramsey stated that a similar advisory committee was established in the 1990's when he previously served on the Council. It is intended to get the community involved to improve the neighborhoods in Bayou Vista.

Mr. Olander moved that the following Resolutions be adopted. Dr. Rink seconded the motion, which carried by the following 8-0-0-3 Roll Call vote:

YEAS: Olander, Ramsey, Rulf, Bennett, Hidalgo, Rink, Adams, and Mathews

NAYS: None

ABSTAIN: None

ABSENT: Hebert, Duhon, and Ina

RESOLUTION

Resolution approving and authorizing the President of St. Mary to execute an amendment to the Agreement with a Multi-Jurisdictional Consortium Agreement relative to the Local Workforce Development Area #40 (LWDA).

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 Multi-Jurisdictional Consortium Agreement relative to the Local Workforce Development Area #40 (LWDA), 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 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION

Resolution In Opposition Of All Proposed Legislation That Transfers
The Administration And Collection Of Local Sales & Use Taxes To The
Louisiana Department Of Revenue.

WHEREAS, the Constitution of the State of Louisiana grants local governments the right to levy and collect local sales and use taxes;

WHEREAS, there are several Bills proposing to amend the State constitution introduced in the 2020 Regular and Extraordinary Legislative Sessions that would transfer collection responsibility of local sales and use tax levies to the state Department of Revenue and/or to other agencies of the State; and

WHEREAS, local taxing authorities possess the best knowledge and experience to properly collect its own taxes and have a proven record of proactive advancements in the areas of enforcement, audit coverage, dispute resolution, reporting technology and successful litigation; and

WHEREAS, the state of Louisiana's budget issues do not offer prospects for the Department of Revenue and/or other agencies of the State to have sufficient resources to provide the necessary taxpayer assistance, enforcement programs and training of its employees on the specific application and enforcement of local sales and use tax ordinances without significant cost contributions from local governments, thereby resulting in the direct and indirect loss of local tax receipts; and

WHEREAS, many local taxing authorities have issued bonded indebtedness guaranteed by the passage of locally adopted sales and use tax levies, collection of said levies the direct responsibility of local governments, and which transfer of that responsibility to a state agency may generate legal challenges and jeopardize future bond issues; and

WHEREAS, the central local collector in each parish is directly responsible to the local taxing authorities and their elected officials for the performance of local tax administration, and the Secretary of Revenue being an appointee of the Governor of the state or any other agencies of the State, uncertainty exist as to who in the Department of Revenue or from other agencies of the State will be accountable to local taxing authorities for the satisfactory performance of such critical local tax administration,

NOW THEREFORE, be it resolved that the St. Mary Parish as a local taxing authority and governing body, that each member of the legislative delegation for the Parish of St. Mary is urged to vigorously oppose any and all proposed legislation that transfers the administration and collection of local sales and use taxes to the Louisiana Department of Revenue and/or other agencies of the State; and

BE IT FURTHER RESOLVED that a copy of this resolution be sent forthwith to said legislators so that they will be made aware of our position on this matter,

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION

A resolution ratifying actions of David Hanagriff, Parish President and authorizing the President of St. Mary Parish to execute the current Grant Agreement with the Federal Aviation Administration relative to Harry P. Williams Memorial Airport – CARES Act Grant No. 3-22-0044-019-2020.

WHEREAS, David Hanagriff, Parish President executed a Grant Agreement on June 3, 2020 with the Federal Aviation Administration relative to Harry P. Williams Memorial Airport – CARES Act Grant No. 3-22-0044-019-2020.

NOW THEREFORE, BE IT RESOLVED, that the St. Mary Parish Council does hereby ratify the actions of David Hanagriff, President of the Parish of St. Mary, and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute the current Grant Agreement with the Federal Aviation Administration relative to Harry P. Williams Memorial Airport – CARES Act Grant No. 3-22-0044-019-2020, 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 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, 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 to execute a contract with Frisco Industrial Contractors, LLC relative to the Atchafalaya Golf Course Bunker Repairs Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a contract with Frisco Industrial Contractors, LLC, 210 Willow Street – Suite 1, Franklin, Louisiana 70538 relative to the Atchafalaya Golf Course Bunker Repairs Project, with said contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, 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 to execute a contract with Ashley Savarino Unlimited Construction, LLC relative to the Pump Station 2 & 2A Drainage Improvements Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a contract with Ashley Savarino Unlimited Construction, LLC, 1000 Justin Road, Metairie, Louisiana 70001 relative to the Pump Station 2 & 2A Drainage Improvements Project, with said contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

In response to the Pump Station 2 & 2A project and in response to Mr. Bennett's inquiry, Mr. LaGrange explained that these are the designated names or numbers of pump stations that are located in Drainage District No. 6 in Amelia.

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute a Contract with Acadiane' Renovations, Ltd. relative to Grand Avoille Cove Boat Launch Project.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a Contract with Acadiane' Renovations, Ltd., 15223 Hwy. 182 W, Franklin, LA 70538 relative to Grand Avoille Cove Boat Launch Project, with said contract to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, 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. 3 relative to the 2019 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton, and Cypremort Point Communities.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Glenn Lege Construction, Inc., 1339 Fortune Road, Youngsville, Louisiana 70592, relative to the 2019 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton, and Cypremort Point Communities, and

WHEREAS, the items as shown on Change Order No. 3 will result in an increase of \$1,393.08 in the contract price and an increase of 3 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. 3 covering an increase of \$1,393.08 in the contract price and an increase of 3 working days in the contract time for the 2019 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton & Cypremort Point Communities.

BE IT FURTHER RESOLVED, that the President of St. Mary Parish, David Hanagriff, be and he is hereby authorized to execute Change Order No. 3 on behalf of the St. Mary Parish Council.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION OF ACCEPTANCE

A Resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Glenn Lege Construction, LLC relative to the 2019 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton, & Cypremort Point Communities.

WHEREAS, Glenn Lege Construction, LLC, 1339 Fortune Road, Youngsville, Louisiana 70592, has substantially completed the 2019 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton, & Cypremort Point Communities.

NOW THEREFORE, BE IT RESOLVED by the Parish of St. Mary that the President be and he is hereby empowered, authorized and directed to execute a Certificate of Substantial Completion for and on behalf of the Parish of St. Mary accepting the 2019 Asphaltic Concrete Roadway Improvements within the Four Corners, Ashton, & Cypremort Point Communities.

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 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 1 relative to the Degravelle Road Improvements Project.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Huey P. Stockstill, LLC, P.O. Box 758, Picayune, MS 39466, relative to the Degravelle Road Improvements Project, and

WHEREAS, the items as shown on Change Order No. 1 will result in an increase of \$31,383.41 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 an increase of \$31,383.41 in the contract price for the Degravelle Road Improvements 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 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 1 relative to the Asphaltic Concrete Roadway Improvements to Helicopter Road and Airport Circle Project.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Barriere Construction Co., LLC, One Galleria Blvd., Suite 1650, Metairie, Louisiana 70001, relative to the Asphaltic Concrete Roadway Improvements to Helicopter Road and Airport Circle Project, and

WHEREAS, the items as shown on Change Order No. 1 will result in a decrease of \$1,611.00 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 \$1,611.00 in the contract price for the Asphaltic Concrete Roadway Improvements to Helicopter Road and Airport Circle 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 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

RESOLUTION OF ACCEPTANCE

A Resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Barriere Construction Co., LLC relative to the Asphaltic Concrete Roadway Improvements to Helicopter Road and Airport Circle Project.

WHEREAS, Barriere Construction Co., LLC, One Galleria Blvd., Suite 1650, Metairie, Louisiana 70001, has substantially completed the Asphaltic Concrete Roadway Improvements to Helicopter Road and Airport Circle Project.

NOW THEREFORE, BE IT RESOLVED by the Parish of St. Mary that the President be and he is hereby empowered, authorized and directed to execute a Certificate of Substantial Completion for and on behalf of the Parish of St. Mary accepting the Asphaltic Concrete Roadway Improvements to Helicopter Road and Airport Circle Project.

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 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

Mrs. Morgan read the following message into the record from Councilman J Ina, "To Parish President Hanagriff and Councilmen, Due to the impending arrival of my 2nd grandson at any moment this evening, I will be unable to attend tonight's regularly scheduled Parish Council meeting. My oldest daughter went into labor early today and my wife and I are prayerfully awaiting the arrival of the newest edition to our family. Please keep my family in your prayers. I would also like to take this opportunity to express my full support of Resolution 13 M on tonight's agenda. I want to applaud Rev. Mathews for creating such a powerful resolution which is of the utmost relevance in our society, and very much needed. It is my hope that all members of the council will unanimously support this resolution and stand united to condemn all forms of racism that we encounter as a local government authority." Sincerely,
Councilman J Ina
St. Mary Parish Council District No. 2

Rev. Mathews stated that his proposed resolution has been revised and does not include creating a special task force to review and monitor public policies across St. Mary Parish to ensure fair and impartial practices across all local forms of government for all St. Mary Parish citizens.

Rev. Mathews moved that the following Resolution be adopted. Mr. Olander seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Ramsey, Rulf, Bennett, Duhon, Hidalgo, Rink, Adams, Mathews, and Olander

NAYS: None

ABSTAIN: None

ABSENT: Hebert and Ina

RESOLUTION

WHEREAS, we the St. Mary Parish Council hereby stand in solidarity with all people to publically condemn all forms of racism, and to categorically condemn the systemic oppression of minority people everywhere, but specifically in St. Mary Parish, and

WHEREAS, it is inscribed in the opening sentiments of the Declaration of Independence of the United States, “We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights that among these are Life, Liberty, and the pursuit of Happiness. That to secure these rights, Governments are instituted among Men, deriving their just powers from the consent of the governed...”, and

WHEREAS, the United Nations General Assembly reiterates that all human beings are born free and equal in dignity and rights and have the potential to contribute constructively to the development and well-being of their societies. In its most recent resolution, the General Assembly also emphasized that any doctrine of racial superiority is scientifically false, morally condemnable, socially unjust and dangerous, and must be wholly rejected, together with theories that attempt to determine the existence of separate human races, and

WHEREAS, racism has a 400-year history in America – and the hand of racism rests heavily upon the American health care system and public health, public education, law enforcement and the criminal justice system, and economic opportunity. We know that people of color face systemic barriers to accessing health care and being listened to or heard by practitioners. It is the very reason African American women face higher rates of maternal death and why the burden of the coronavirus pandemic is falling more heavily upon people of color. It is why African Americans have the highest death rate and shortest survival of any racial and ethnic group in the United States for most cancers. It is why African Americans are almost twice as likely to die from a firearm as their white counterparts. And, it is why we as publicly elected officials must hereby look racism in the face and call it what it is, UNJUST and WRONG, and

WHEREAS, systemic racism has promoted public policies that continue to widen the wealth gap among white, and minority Americans due to lack of opportunity to earn comparable wages and asset building at the same rate as their white counterparts, and

WHEREAS, when the long-range, far-reaching effects of systemic racism result in civil action, the tax payers or the electorate are adversely affected, and local governments strive to protect and prevent any such impacts, it is a reprehensible and unconstitutional burden, and

NOW THEREFORE, BE IT RESOLVED by the St. Mary Parish Council, that although we know this Resolution is not enough to erase the stain that has plagued humanity because of this terrible epidemic flaw in the character of some individuals, and does not begin to rectify the adversities minority people have suffered as a direct result, we hereby stand in solidarity to support that any and all forms of racism are hereby condemned, rejected, and abhorred by this local government authority.

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 10th day of June 2020.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

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

NEW BUSINESS:

A. We received the following financial statements:

St. Mary Parish Sales and Use Tax Department – year ended December 31, 2019

B. Discussion and action relative to the Official Journal for the Parish of St. Mary for the year July 1, 2020 – June 30, 2021.

Mr. Ramsey moved that the quote of \$6.00 per square (billed in column inches depending on font and type size) from Publisher of the St. Mary and Franklin Banner-Tribune, Mary L. Terry serve as the official journal of St. Mary Parish for the upcoming fiscal year (July 1, 2020 through June 30, 2021) be accepted. Mr. Olander seconded the motion, which carried.

C. Angela Reynaud has written “Please accept this as my formal notice of resignation as a Cajun Coast Board Member effective May 20, 2020”. (St. Mary Parish Tourist Commission)

In response to Mr. Bennett’s inquiry, Mrs. Morgan stated that the vacancy is for the Morgan City area.

Ms. Reynaud will be forwarded a letter thanking her for her service on the Cajun Coast Board (St. Mary Parish Tourist Commission) and the vacancy will be advertised.

- D. Discussion and action relative to citizens/homeowners in the west-end area of St. Mary Parish experiencing the loss of access to local Acadiana Channels and limitations to access of broadband internet service. (Rev. Mathews)

Rev. Mathews reported that he is receiving complaints from District No. 1 residents stating DirecTv, Cox, and Dish Network have removed local Lafayette news channels and replaced them with Baton Rouge news channels. He explained that through research, he noticed that the zones were changed and suggested sending a letter to the Federal Communications Commission (FCC) in New Orleans relative to the citizen's critical needs to have access to local TV news channels to be properly informed during the Covid-19 Pandemic and hurricane season. He would also like to discuss accessibility of internet service.

Mr. Hanagriff stated that this is an issue of public safety and that he will communicate with the FCC to discuss these issues.

Mr. Olander stated that COX still offers KATC news channel which is located in Lafayette.

- E. Rev. Mathews to request an allocation of \$1,500 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to the Fire Protection District No. 11 relative to the purchase of equipment upgrades for fire apparatuses.

Rev. Mathews moved that funds in the amount of \$1,500 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund be allocated to Fire Protection District No. 11 relative to the purchase of equipment upgrades for fire apparatuses. Mr. Olander seconded the motion, which carried.

- F. James L. Moffett, III, Manager, Government and Regulatory Affairs have written – the following channel changes will occur for Cox Communications and Cox Business customers. Additionally as you know, Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our video channel lineup.

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

- G. Appointments to the following Boards and Commissions:

Fire Protection District No. 1 (Cypremort Point) – 1 Vacancy

Shirley B. Thibodaux – Present Member

Mr. Olander moved to reappoint Shirley B. Thibodaux to Fire Protection District No. 1. Mr. Ramsey seconded the motion, which carried.

Kemper Williams Park Advisory Committee – 2 Vacancies

Troy LaRive – Present Member

Mr. Rulf moved to reappoint Troy LaRive to Kemper Williams Park Advisory Committee. Mr. Ramsey seconded the motion, which carried.

St. Mary Parish Tourist Commission – District 1, 2, and 3 (1 Vacancy) and Districts 4, 5, and bordering 6 (2 Vacancies)

Albert P. Kuhlman, Jr. – Present Member Sandra Marshall – Present Member
Dwight J. Smith – Present Member

Dr. Rink moved to reappoint Albert P. Kuhlman (District 1, 2, and 3), Sandra Marshall (Districts 4, 5, and bordering 6), and Dwight J. Smith (Districts 4, 5, and bordering 6) to St. Mary Parish Tourist Commission. Mr. Duhon seconded the motion, which carried.

Waterworks District No. 5 – West of Patterson to Calumet, Verdunville, & Centerville – 2 Vacancies

No applications received.

Lisa C. Morgan, Council Clerk informed that she received phone calls from present members Glenn Blood and Wendell Bogan after the deadline requesting to be reappointed to Waterworks District No 5 Board of Commissioners.

Mr. Olander requested to place this item on the June 24, 2020 Parish Council agenda.

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

Wayne Cantrell, Jr. – Present Member

Mr. Ramsey requested to table the appointment to the Wax Lake East Drainage District Board of Commission to a time indefinite. Mr. Rulf seconded the motion, which carried. Mrs. Hidalgo voted No.

There being no further business, Mr. Olander moved for adjournment. Rev. Mathews seconded the motion, which carried.

Lisa C. Morgan, Clerk

Dean S. Adams, Chairman