

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

SEPTEMBER 9, 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, J Ina, Rodney Olander, Scott Ramsey, Leslie “Les” Rulf, Jr., Patrick J. Hebert, James W. Bennett, Jr., Mark A. Duhon, Gwendolyn L. Hidalgo, and Kristi Prejeant Rink, M.D.

The Invocation was pronounced by Mr. Hebert and the Pledge of Allegiance was led by Mr. Rulf.

Mr. Olander moved that the reading of the minutes of the Special Meeting, September 2, 2020, be dispensed with and that the same is approved. Mr. Hebert seconded the motion, which carried.

Natalie Broussard appeared before the Council to announce her candidacy for District Judge, 16th Judicial District Court, ES2, Division F.

Keith E. Thibodeaux appeared before the Council to announce his candidacy for District Judge, 16th Judicial District Court, ES2, Division F.

Honorable “Bo” Duhe appeared before the Council to announce his candidacy for District Attorney, 16th Judicial District Court.

Rudy Sparks, Chairman, Atchafalaya Golf Course Commission presented the annual Budget and Rate Schedule for consideration of approval by the Parish Council for Fiscal Year October 1, 2020 – September 30, 2021.

Mr. Sparks recognized the Commissioners and Management team that oversees the management and operations of the Atchafalaya Golf Course and thanked St. Mary Parish for their support.

Mr. Sparks submitted a handout and expounded on the declines due to the Covid-19 Pandemic relative to AGC Greens Fees 2016-2020; AGC Tournament Revenue 2016-2020; the Atchafalaya at Idlewild Restaurant – Food & Beverage Revenue 2016-2020; F&B (Food & Beverage); Total Operating Expenses 2016-2020; and Operating Expenses by Activity 2016-2020. Mr. Sparks also gave the Council an update on the bunker renovation project and efforts being made to increase financial support from outside funding sources.

In response to Mr. Olander’s inquiry relative to outside funding, Mr. Sparks stated that the commission is seeking outside funding through a private foundation.

Dr. Rink moved that the Atchafalaya Golf Course Commission’s proposed Budget and Rate Schedule for Fiscal year October 1, 2020 – September 30, 2021 be accepted. Rev. Mathews seconded the motion, which carried.

Parish President, David Hanagriff expounded on the continuation of the consolidation of Consolidated Gravity Drainage District 2A and Gravity Drainage District No. 6, the consolidation of Consolidated Gravity Drainage District 2A and Consolidated Gravity Drainage District No. 2, and the approval of holding an election for Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana, on Saturday, December 5, 2020, to authorize the levy of a special tax therein.

President Hanagriff also expounded on an Ordinance proposing an amendment to Section 2-07 of the Home Rule Charter relative to the Council’s elections of its chairman.

Chief Administrative Officer, Henry “Bo” LaGrange, presented his report for a one (1) week period ending September 9, 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 September 9th, 2020 on the response to the 2020 Census in St. Mary Parish. Nationally, there has been a 62.4% self-response rate and in Louisiana the self-response rate is now at 58.7%. St. Mary Parish as a whole has improved its self-response rate from 52.4% to 54.0%, ranking St. Mary Parish 37th amongst the 64 parishes. The response rate by municipality has increased since August 12th as follows:

- | | |
|----------------|--------------------|
| a. Morgan City | 55.8% is now 57.3% |
| b. Franklin | 55.7% is now 57.3% |
| c. Patterson | 51.1% is now 53.0% |
| d. Berwick | 60.7% is now 62.9% |
| e. Baldwin | 38.8% is now 40.2% |

The State of Louisiana has a total overall response rate of 80.8% when adding its self-response rate with its enumerated rate of 22.1%. 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 is: My2020census.gov."

Item 3 in Mr. LaGrange's report stated, "The LA Dept. of Health has announced two Free Covid-19 Self-swabbing Test sites located at the Student Union at Nicholls State University: Open Monday – Saturday, 8:00 a.m. to 6:00 p.m. (closed on Sundays) ending Friday, September 18, 2020. A location at the Houma-Terrebonne Civic Center, Sept. 10 & 11, 12:00 p.m. to 8:00 p.m.; Sept. 12, 10:00 a.m. – 6:00 p.m. Walk up service, ages 16 and up, results in 3-5 days and may pre-register at Doineedacovidtest.com."

Mr. Ramsey stated that he and Mr. Hebert met with John Trevino to discuss and resolve issues in reference to Recreation District No. 3.

Mr. Ina moved that Item 13A, "An Ordinance proposing an amendment to Section 2-07 of the Home Rule Charter for St. Mary Parish adopted February 1983," be adopted. Mr. Ramsey seconded the motion.

In response to Mr. Bennett's inquiry, relative to election costs, Mr. LaGrange stated that the cost depends on other items on the December 5, 2020 ballot and that the overall cost is shared with whatever is on the ballot in each respective precinct.

Jason Akers, Foley & Judell, LLP stated that the Secretary of State estimated the cost of the election to be approximately \$38,000.

In response to Dr. Rink's inquiry relative to the Charter Review Committee's recommended amendments to the Home Rule Charter, Mr. Ina stated that every Council Member had the opportunity to address any item in the Home Rule Charter.

President Hanagriff stated that the items that were recommended by the Charter Review Committee required more discussion before the items can be brought up for adoption and then voted on by the citizens of St. Mary Parish.

In response to Rev. Mathews' inquiry, President Hanagriff stated that the deadline to add items to November 3, 2020 election ballot has passed.

The vote to approve An Ordinance proposing an amendment to Section 2-07 of the Home Rule Charter for St. Mary Parish adopted February 1983 failed by the following 7-4-0-0 Roll Call vote:

YEAS: Mathews, Ina, Olander, Ramsey, Rulf, Hebert, and Duhon

NAYS: Bennett, Hidalgo, Rink, and Adams

ABSTAIN: None

ABSENT: None

Dr. Rink moved that the following Ordinances be adopted. Mr. Bennett seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

ORDINANCE NO. 2234

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

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

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezoning (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

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

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of Neighborhood Commercial (NC) Zoned District to Existing Neighborhood (EN2) Zoned District.

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

This ordinance having been offered and read on this the 12th day of August 2020, having been published in accordance with law and having been heard in a public meeting in Franklin, Louisiana on the 9th day of September 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 September 2020, at the hour of 8:40 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 14th day of September 2020, at the hour of 9:55 a.m.

EXHIBIT “A”

Name: Jeannie Berry representing Gregory Liner
Address: 305 Southeast Blvd, Bayou Vista, LA

Parcel Id# Sec. 20 T15S R12E;
Parcel Id# 3014321290.00 - Lot 3-X Clarke Bayou Vista Subd Acq 105 292745.

PURPOSE: to rezone from Neighborhood Commercial (NC) Zoned District to Existing Neighborhood (EN2) Zoned District.

ORDINANCE NO. 2235

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

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

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezonings (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

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

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of Conservation (CN) Zoned District to General Commercial (GC) Zoned District.

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

This ordinance having been offered and read on this the 12th day of August 2020, having been published in accordance with law and having been heard in a public meeting in Franklin, Louisiana on the 9th day of September 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 September 2020, at the hour of 8:40 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 14th day of September 2020, at the hour of 9:55 a.m.

EXHIBIT “A”

Name: Jeffrey Cardinale

Address: 1516 & 1512 Hwy 90, Patterson, LA

Parcel Id# Sec. 26 T15S R11E;

Parcel Id# 2834321061.00 - Lot 5 Land of Ledgerdom LTD per Plat 20S 171990 Acq. 244 311998

Parcel Id #2834321060.00 - Lot 4 Land of Ledgerdom LTD per Plat 20S 171990 Acq. 39N 254870.

PURPOSE: to rezone from Conservation (CN) Zoned District to General Commercial (GC) Zoned District.

ORDINANCE NO. 2236

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

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

WHEREAS, Chapter 5 Procedures, Division 5.4 General Procedures for Public Hearing, Section 5.4.2 Rezonings (Zoning Map Amendments) provides a process for the official zoning district map to be amended, and

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

SECTION I - That certain tract of land described in Exhibit “A” is hereby rezoned from the current zoning of Existing Neighborhood (EN1) Zoned District to Existing Neighborhood (EN2) Zoned District.

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

This ordinance having been offered and read on this the 12th day of August 2020, having been published in accordance with law and having been heard in a public meeting in Franklin, Louisiana on the 9th day of September 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 September 2020, at the hour of 8:40 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 14th day of September 2020, at the hour of 9:55 a.m.

EXHIBIT "A"

Name: Charles Chatelaine

Address: 107 Leo Ln. & 113 Leo Ln. Cypremort Point, LA

Parcel Id# Sec. 15 T15S R6E;

**Parcel Id# 1154444158.00 - Lot Bd J R Carpenter - 25 Ft Pvt Road - G Roane Jr - L Olander
Acq 384 332406 Improvements**

**Parcel Id# 1154444157.00 Lot Bd P D & M L Derouen - 25 Ft Pvt Road - A Collins - L Olander
Or Assign Acq 384 332406 Improvements.**

**PURPOSE: to rezone from Existing Neighborhood (EN1) Zoned District to Existing
Neighborhood (EN2) Zoned District.**

Item 14 B, "Resolution of respect in memory of Coach Alfred Francis Tregle," was withdrawn.

Mr. Duhon moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in His Infinite mercy and goodness has seen fit to remove from our midst, Reverend Dr. Chrispin C. F. Finnegan Smith, Sr., and

WHEREAS, Reverend Dr. Smith was a resident and native of Morgan City, Louisiana, and

WHEREAS, Reverend Dr. Smith earned his bachelor and master's degrees from Virginia Union Theological Seminary in Richmond and received his doctor of divinity degree from United Theological Seminary in Monroe, and

WHEREAS, Reverend Dr. Smith served as pastor at Morgan City’s historic Mount Pilgrim Baptist Church for more than a half century and was dedicated to his congregation and community, and

WHEREAS, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Reverend Dr. Smith, and

WHEREAS, the St. Mary Parish Council hopes that his family will find comfort in the thought that their grief and sorrow are shared by their friends.

NOW, THEREFORE BE IT RESOLVED, by the St. Mary Parish Council through the unanimous adoption of this resolution that they solemnly deliberate with sincere condolences, sympathy, and understanding during this time of grief.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of September 2020.

APPROVED:

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

ATTEST:

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

Mr. Bennett moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in His Infinite mercy and goodness has seen fit to remove from our midst, James Oneal “Coach Jimmy” Johnson, Sr., and

WHEREAS, the Morgan City Recreation community has lost a long time contributor in its history, Coach Jimmy Johnson, on Saturday, August 29, 2020 at the age of 91, and

WHEREAS, Coach Jimmy was a man that will be remembered for giving back to his community and was involved in football, basketball, baseball, and adult basketball, and

WHEREAS, Coach Jimmy will be truly missed by his family, his friends, and especially his community because of his dedication towards everyone, and

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

WHEREAS, the St. Mary Parish Council hopes that his family will find comfort in the thought that their grief and sorrow are shared by their friends.

NOW, THEREFORE BE IT RESOLVED, by the St. Mary Parish Council through the unanimous adoption of this resolution that they solemnly deliberate with sincere condolences, sympathy, and understanding during this time of grief.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of September 2020.

APPROVED:

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

ATTEST:

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

Mr. Hebert moved that the following Resolutions be adopted. Mrs. Hidalgo seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: None

RESOLUTION OF ACCEPTANCE

A Resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Del-Con LLC relative the Kemper Williams Park Concession Stand/Restroom Project.

WHEREAS, Del-Con LLC, P.O. Box 916, Berwick, Louisiana 70342, has substantially completed the Kemper Williams Park Concession Stand/Restroom 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 Kemper Williams Park Concession Stand/Restroom 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 9th day of September 2020.

APPROVED:

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

ATTEST:

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

RESOLUTION

WHEREAS, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

WHEREAS, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

WHEREAS, the St. Mary Parish Government hereinafter referred to as “Sponsor,” has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Harry P. Williams Memorial Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

WHEREAS, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

NOW, THEREFORE, BE IT RESOLVED:

SECTION I

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Harry P. Williams Memorial Airport specifically as described in the Capital Improvement Program Application for State Financial Assistance dated September 9, 2020.

SECTION II

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

SECTION III

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

SECTION IV

That the Parish President of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

SECTION V

That this resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of September 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 the Parish of St. Mary to execute a Funding Agreement between the Governor's Office Homeland Security and Emergency Preparedness and St. Mary Parish relative to Hurricane Laura – FEMA-DR-4559-LA.

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 Funding Agreement between the Governor's Office and Homeland Security and Emergency Preparedness and St. Mary Parish relative to Hurricane Laura – FEMA-DR-4559-LA, with said Agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of September 2020.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing the St. Mary Parish Council to execute a Cooperative Endeavor Agreement with Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary and Gravity Drainage District No. 6 of the Parish of St. Mary; and providing for other matters in connection therewith.

WHEREAS, the St. Mary Parish Council (the “Parish Council”) created Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana (“CGDD2A”) by ordinance, adopted on April 22, 2020, as amended on June 24, 2020 (collectively, the “Ordinance”), pursuant to the Home Rule Charter of the Parish of St. Mary, State of Louisiana (the “Parish”), as well as the provisions of Chapter 22, Title 33 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 33:7702 *et seq.*) (the “Act”); and

WHEREAS, the Parish Council previously created Gravity Drainage District No. 6 of the Parish of St. Mary, State of Louisiana (“GDD6”); and

WHEREAS, the Local Services Law (Part VII, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950) provides that in order to encourage greater economy and efficiency in the operation of local services, special districts and parishes may engage jointly in the exercise of any power or function, including the construction or acquisition or improvement of any public project or improvements or the promotion and maintenance of any undertaking which any of the participating authorities may exercise or take individually under the provisions of the general or special laws; and

WHEREAS, GDD6 currently owns, operates and maintains a drainage system consisting of gravity and other drainage works and improvements (collectively, the “System”); and

WHEREAS, the Act and the Ordinance provide that all books and records and assets of GDD6, including but not limited to the System, shall be transferred to CGDD2A; and

WHEREAS, to facilitate greater economy and efficiency in operating and maintaining local drainage systems, GDD6 will to transfer all of its books and records and assets, including but not limited to the System, to CGDD2A pursuant to a Cooperative Endeavor Agreement with the Parish and CGDD2A; and

WHEREAS, the Parish Council, as governing authority of the Parish, desires to approve a Cooperative Endeavor Agreement with the CGDD2A and GDD6 setting for the intent of the parties with respect to the aforementioned transfer from GDD6 to CGDD2A;

NOW, THEREFORE, BE IT RESOLVED by the Parish Council, acting as the governing authority of the Parish, that:

SECTION 1. The foregoing recitals are hereby accepted as if fully set forth herein. All capitalized terms used in this Resolution shall have the meanings assigned to them in the recitals unless otherwise defined herein.

SECTION 2. The Cooperative Endeavor Agreement by and between CGDD2A, GDD6, and the Parish is hereby approved in substantially the form attached hereto as Exhibit “A”, subject to such changes as may be deemed necessary by the parties thereto. The Parish President and Clerk of the Parish Council, as authorized representatives of the Parish, are authorized and directed to execute the Cooperative Endeavor Agreement on behalf of and as an official action of the Parish.

SECTION 3. The Parish is hereby authorized to take and/or enforce any actions contained within said Cooperative Endeavor Agreement.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of September 2020.

APPROVED:

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

ATTEST:

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

EXHIBIT A

Cooperative Endeavor Agreement

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), which shall be dated and effective as of October 1, 2020 (the “Effective Date”), is by and among:

GRAVITY DRAINAGE DISTRICT NO. 6 OF THE PARISH OF ST. MARY, STATE OF LOUISIANA (“GDD6”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative; and

CONSOLIDATED GRAVITY DRAINAGE DISTRICT NO. 2A OF THE PARISH OF ST. MARY, STATE OF LOUISIANA (“CGDD2A”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative; and

The **PARISH OF ST. MARY, STATE OF LOUISIANA** (the “Parish,” and together with CGDD2A and GDD6, the “Parties”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative.

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, CGDD2A was created by ordinance of the St. Mary Parish Council, State of Louisiana (the “Parish Council”) adopted on April 22, 2020, as amended on June 24, 2020 (collectively, the “Ordinance”), pursuant to the Home Rule Charter of the Parish of St. Mary, State of Louisiana (the “Parish”), as well as the provisions of Chapter 22, Title 33 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 33:7702 *et seq.*) (the “Act”); and

WHEREAS, Louisiana law permits political subdivisions to engage jointly in the maintenance of any undertaking or the exercise of any power afforded any such political subdivision so engaged; and

WHEREAS, GDD6 currently owns, operates and maintains a drainage system consisting of gravity and other drainage works and improvements (collectively, the “System”); and

WHEREAS, the Act and the Ordinance provide that all books and records and assets of GDD6, including but not limited to the System, shall be transferred to CGDD2A; and

WHEREAS, the Parties desire to effectuate this Agreement to provide for the transfer of assets of GDD6 to CGDD2A;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Parties, it is hereby agreed by and between the Parties as follows:

Defined Terms. Capitalized terms used but not defined herein shall have the meanings given such terms in the foregoing Findings and Declarations of this Agreement.

Transfer of Assets. For the continued operation of the System and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GDD6 does hereby transfer to CGDD2A all right, title and interest in and to the System, including all appurtenances thereto and all equipment, supplies, movable and immovable property currently in the name of GDD6. All funds of GDD6, including all bank accounts held in the name of GDD6, shall be assigned to and hereafter held in the name of CGDD2A. GDD6 shall take any and all action necessary to accomplish the foregoing, including closing, transferring, or assigning bank accounts of GDD6, as applicable.

Further, GDD6 hereby transfers and delivers, with full warranty of title and subrogation to all rights and actions of warranty GDD6 may have, unto CGDD2A all of its assets, including but not exclusively limited to all rights, title, interest, and claims in and to all movable and immovable property, rights of ways, servitudes, land, drainage systems drainage pump stations, drainage pumps, motors, engines, gears, culverts, flood gates, weirs, bank accounts, revenues, and records. The assets transferred pursuant to the foregoing sentence shall expressly include but shall not be exclusively limited to those interests described on Exhibit "A" attached hereto and made a part hereof.

Title to System. Title to the System and risk of loss or damage to the System by casualty (whether or not covered by insurance) will pass to CGDD2A immediately on the Effective Date. CGDD2A shall own the System, title to which shall be in the public, and shall be solely responsible for the operation and maintenance of and improvements to the System. All lawful liabilities and obligations of GDD6 shall henceforth be liabilities and obligations of CGDD2A.

CGDD2A shall be authorized, in its sole discretion, to operate the System as a separate system or in combination with other assets and/or systems owned or operated by CGDD2A.

Future Tax Levies. GDD6 will continue to levy and collect all taxes currently being levied and collected by it. GDD6 shall receive funds from such taxes and shall transfer these funds to CGDD2A. Upon receipt of the tax proceeds from GDD6, CGDD2A shall hold them exclusively for the benefit of the System, and such tax proceeds shall be used exclusively in the territory covered by GDD6 as such territory exists as of the Effective Date, including the reasonable cost share of expenses for personnel and movable and immovable property of CGDD2A that may benefit said territory.

GDD6 hereby agrees to continue to levy the tax currently in effect for the operation and maintenance of the System (the "Millage") at the rate of 6.68 mills for the 2020 tax year and thereafter, unless CGDD2A directs GDD6 to levy a different rate, in which case CGDD2 shall levy the rate as directed by CGDD2A. GDD6 shall levy the Millage each year in accordance with applicable law and procedure, until a tax is approved to be levied throughout CGDD2A, at which point GDD6 shall no longer levy the Millage.

Personnel. CGDD2A shall be responsible for the management (including termination, in its sole discretion) of all current employees of GDD6 and shall be responsible for the hiring, management, and termination of all future employees.

Insurance. GDD6 shall maintain all insurance policies that are in effect on the Effective Date of this Agreement during their existing terms and shall provide for CGDD2A to be designated as a "loss payee" and/or "additional insured" on such policies, as applicable. As soon as practical, but not later than the expiration of each insurance policy currently in effect, CGDD2A shall become responsible for maintaining such insurance policies and shall provide for GDD6 to be designated as a "loss payee" and/or "additional insured" on such policies, as applicable, until the expiration of any applicable period of limitations. CGDD2A, as applicable, shall thereafter provide for new and/or additional insurance policies if deemed necessary and commercially reasonable.

Existing Obligations. In accordance with the Ordinance, any existing contracts of GDD6 will remain in effect. All contracts of GDD6 that may be assigned shall be assigned to CGDD2A, and all contracts of GDD6 that by specific terms therein or operation of law may not be assigned shall continue to be performed by GDD6 with the oversight and control of CGDD2A, which shall be responsible for assuring compliance with all existing contractual and legal obligations with respect to the operation and maintenance of the System. Nothing in this section shall be interpreted as relieving GDD6 of liability for failure to perform any of its obligations.

Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish, CGDD2A and GDD6 any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements contained herein shall be for the sole and exclusive benefit of the Parish, CGDD2A and GDD6.

Parish Consent. The Parish hereby consents to the transfer of assets of GDD6 to CGDD2A and the ownership and operation of the System by CGDD2A as provided for herein and as contemplated by the Ordinance.

Successors and Assigns. Whenever in the Agreement any party or governing authority is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements contained herein shall bind and inure to the benefit of said successors and assigns whether so expressed or not. CGDD2A is expressly intended to be the successor to GDD6, the assignee of all property interests of GDD6, and the obligor or beneficiary, as the case may be, of all projects pertaining to the System.

Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date hereof which validates or makes legal any provision of this Agreement which would not otherwise be valid or legal shall be deemed to apply to this Agreement.

Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

Legal Compliance. GDD6 and CGDD2A shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the Parish, CGDD2A and the Parish at the addresses shown in the appearances to this Agreement. Any of the Parties may designate any further or different addresses, including those effective via electronic communication, to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

Amendment. This Agreement may be amended only by written agreement signed by the Parties hereto.

Effective Date. This Agreement shall be effective as of the Effective Date.

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby executed in multiple counterparts as of the date aforesaid in the presence of the undersigned competent witnesses, who hereunto sign their names with CGDD2A, GDD6 and the Parish.

**GRAVITY DRAINAGE DISTRICT NO. 6 OF
THE PARISH OF ST. MARY, STATE OF
LOUISIANA**

By: _____
President

WITNESSES:

Printed Name:

(SEAL)

Printed Name:

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Notarial Acknowledgment

STATE OF LOUISIANA
PARISH OF ST. MARY

Before me, the undersigned Notary Public in and for the aforesaid State and Parish, personally appeared this day **Gravity Drainage District No. 6 of the Parish of St. Mary, State of Louisiana**, represented herein by _____, who, upon being duly sworn by me, did state that he is the President of the Board of Commissioners of Gravity Drainage District No. 6 of the Parish of St. Mary, State of Louisiana, and a duly authorized representative of Gravity Drainage District No. 6 of the Parish of St. Mary, State of Louisiana and did this day execute the foregoing Cooperative Endeavor Agreement as his and their free act and deed for the purposes set forth therein after a due reading of the whole.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

Print Name: _____

Notary/La. Bar Roll No.: _____

My commission expires: _____

**CONSOLIDATED GRAVITY DRAINAGE
DISTRICT NO. 2A OF THE PARISH OF ST.
MARY, STATE OF LOUISIANA**

By: _____
President

WITNESSES:

Printed Name:

(SEAL)

Printed Name:

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Notarial Acknowledgment

STATE OF LOUISIANA
PARISH OF ST. MARY

Before me, the undersigned Notary Public in and for the aforesaid State and Parish, personally appeared this day **Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana**, represented herein by _____, who, upon being duly sworn by me, did state that he is the President of the Board of Commissioners of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana, and a duly authorized representative of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana, and did this day execute the foregoing Cooperative Endeavor Agreement as his and their free act and deed for the purposes set forth therein after a due reading of the whole.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

Print Name: _____

Notary/La. Bar Roll No.: _____

My commission expires: _____

**PARISH OF ST. MARY,
STATE OF LOUISIANA**

By: _____
David Hanagriff, President

WITNESSES:

Printed Name:

(SEAL)

Printed Name:

Notarial Acknowledgment

STATE OF LOUISIANA
PARISH OF ST. MARY

Before me, the undersigned Notary Public in and for the aforesaid State and Parish, personally appeared this day the **Parish of St. Mary, State of Louisiana**, represented herein by David Hanagriff, who, upon being duly sworn by me, did state that he is the Parish President and duly authorized representative of the Parish of St. Mary, State of Louisiana and did this day execute the foregoing Cooperative Endeavor Agreement as his and their free act and deed for the purposes set forth therein after a due reading of the whole.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

Print Name: _____

Notary/La. Bar Roll No.: _____

My commission expires: _____

In response to Mr. Bennett’s inquiry, Mr. LaGrange stated that the assets are transferred and the current funds from Consolidated Gravity Drainage District No. 2 and Gravity Drainage District No. 6 will be under custody and control of Consolidated Gravity Drainage District No. 2A, but can only be spent in Consolidated Gravity Drainage District No. 2 area and in Gravity Drainage District No. 6 area. If the millage would fail, Consolidated Gravity Drainage District No. 2 and Gravity Drainage District No. 6 would be required to meet around June 2021 and levee its operation maintenance millage. He explained that Consolidated Gravity Drainage District No. 2 has to levee its debit service millage and that the funds would be collected and under custody and control of Consolidated Gravity Drainage District No. 2A to operate and maintain Consolidated Gravity Drainage District No. 2 and Gravity Drainage District No. 6.

In response to Mr. Adams inquiry, Mr. Akers explained that the Cooperative Endeavor Agreement (CEA) transfers the assets and operational capacity to Consolidated Gravity Drainage District No. 2A and is separate from the election. He explained that if the election passes, Consolidated Gravity Drainage District No. 2 and Gravity Drainage District No. 6 stops leveeing its operational millages and then is able to govern the district as a whole. If the election fails, Consolidated Gravity Drainage District No. 2A and Gravity Drainage District No. 6 will continue to levee its millage and that it can only be used in these districts. The bank accounts remain open and segregated, so the money that gets transferred is part of the Cooperative Endeavor Agreement (CEA), and the existing funds are only used in those districts in which they were collected.

RESOLUTION

A resolution authorizing the St. Mary Parish Council to execute a Cooperative Endeavor Agreement with Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary and Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary; and providing for other matters in connection therewith.

WHEREAS, the St. Mary Parish Council (the “Parish Council”) created Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana (“CGDD2A”) by ordinance, adopted on April 22, 2020, as amended on June 24, 2020 (collectively, the “Ordinance”), pursuant to the Home Rule Charter of the Parish of St. Mary, State of Louisiana (the “Parish”), as well as the provisions of Chapter 22, Title 33 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 33:7702 *et seq.*) (the “Act”); and

WHEREAS, the Parish Council previously created Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana (“CGDD2”); and

WHEREAS, the Local Services Law (Part VII, Chapter 2, Title 33 of the Louisiana Revised Statutes of 1950) provides that in order to encourage greater economy and efficiency in the operation of local services, special districts and parishes may engage jointly in the exercise of any power or function, including the construction or acquisition or improvement of any public project or improvements or the promotion and maintenance of any undertaking which any of the participating authorities may exercise or take individually under the provisions of the general or special laws; and

WHEREAS, CGDD2 currently owns, operates and maintains a drainage system consisting of gravity and other drainage works and improvements (collectively, the “System”); and

WHEREAS, the Act and the Ordinance provide that all books and records and assets of CGDD2, including but not limited to the System, shall be transferred to CGDD2A; and

WHEREAS, to facilitate greater economy and efficiency in operating and maintaining local drainage systems, CGDD2 will to transfer all of its books and records and assets, including but not limited to the System, to CGDD2A pursuant to a Cooperative Endeavor Agreement with the Parish and CGDD2A; and

WHEREAS, the Parish Council, as governing authority of the Parish, desires to approve a Cooperative Endeavor Agreement with the CGDD2A and CGDD2 setting for the intent of the parties with respect to the aforementioned transfer from CGDD2 to CGDD2A;

NOW, THEREFORE, BE IT RESOLVED by the Parish Council, acting as the governing authority of the Parish, that:

SECTION 1. The foregoing recitals are hereby accepted as if fully set forth herein. All capitalized terms used in this Resolution shall have the meanings assigned to them in the recitals unless otherwise defined herein.

SECTION 2. The Cooperative Endeavor Agreement by and between CGDD2A, CGDD2, and the Parish is hereby approved in substantially the form attached hereto as Exhibit “A”, subject to such changes as may be deemed necessary by the parties thereto. The Parish President and Clerk of the Parish Council, as authorized representatives of the Parish, are authorized and directed to execute the Cooperative Endeavor Agreement on behalf of and as an official action of the Parish.

SECTION 3. The Parish is hereby authorized to take and/or enforce any actions contained within said Cooperative Endeavor Agreement.

SECTION 4. This Resolution shall be effective immediately upon its adoption.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of September 2020.

APPROVED:

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

ATTEST:

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

EXHIBIT A

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “Agreement”), which shall be dated and effective as of October 1, 2020 (the “Effective Date”), is by and among:

CONSOLIDATED GRAVITY DRAINAGE DISTRICT NO. 2 OF THE PARISH OF ST. MARY, STATE OF LOUISIANA (“CGDD2”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative; and

CONSOLIDATED GRAVITY DRAINAGE DISTRICT NO. 2A OF THE PARISH OF ST. MARY, STATE OF LOUISIANA (“CGDD2A”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative; and

The **PARISH OF ST. MARY, STATE OF LOUISIANA** (the “Parish,” and together with CGDD2A and CGDD2, the “Parties”), a political subdivision of the State of Louisiana, represented and appearing herein through its duly authorized representative.

THE PARTIES HEREBY MAKE THE FOLLOWING FINDINGS AND DECLARATIONS:

WHEREAS, CGDD2A was created by ordinance of the St. Mary Parish Council, State of Louisiana (the “Parish Council”) adopted on April 22, 2020, as amended on June 24, 2020 (collectively, the “Ordinance”), pursuant to the Home Rule Charter of the Parish of St. Mary, State of Louisiana (the “Parish”), as well as the provisions of Chapter 22, Title 33 of the Louisiana Revised Statutes of 1950, as amended, (La. R.S. 33:7702 *et seq.*) (the “Act”); and

WHEREAS, Louisiana law permits political subdivisions to engage jointly in the maintenance of any undertaking or the exercise of any power afforded any such political subdivision so engaged; and

WHEREAS, CGDD2 currently owns, operates and maintains a drainage system consisting of gravity and other drainage works and improvements (collectively, the “System”); and

WHEREAS, the Act and the Ordinance provide that all books and records and assets of CGDD2, including but not limited to the System, shall be transferred to CGDD2A; and

WHEREAS, the Parties desire to effectuate this Agreement to provide for the transfer of assets of CGDD2 to CGDD2A;

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the Parties, it is hereby agreed by and between the Parties as follows:

Defined Terms. Capitalized terms used but not defined herein shall have the meanings given such terms in the foregoing Findings and Declarations of this Agreement.

Transfer of Assets. For the continued operation of the System and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CGDD2 does hereby transfer to CGDD2A all right, title and interest in and to the System, including all appurtenances

thereto and all equipment, supplies, movable and immovable property currently in the name of CGDD2. All funds of CGDD2, including all bank accounts held in the name of CGDD2, shall be assigned to and hereafter held in the name of CGDD2A. CGDD2 shall take any and all action necessary to accomplish the foregoing, including closing, transferring, or assigning bank accounts of CGDD2, as applicable.

Further, CGDD2 hereby transfers and delivers, with full warranty of title and subrogation to all rights and actions of warranty CGDD2 may have, unto CGDD2A all of its assets, including but not exclusively limited to all rights, title, interest, and claims in and to all movable and immovable property, rights of ways, servitudes, land, drainage systems drainage pump stations, drainage pumps, motors, engines, gears, culverts, flood gates, weirs, bank accounts, revenues, and records. The assets transferred pursuant to the foregoing sentence shall expressly include but shall not be exclusively limited to those interests described on Exhibit "A" attached hereto and made a part hereof.

Title to System. Title to the System and risk of loss or damage to the System by casualty (whether or not covered by insurance) will pass to CGDD2A immediately on the Effective Date. CGDD2A shall own the System, title to which shall be in the public, and shall be solely responsible for the operation and maintenance of and improvements to the System. All lawful liabilities and obligations of CGDD2 shall henceforth be liabilities and obligations of CGDD2A.

CGDD2A shall be authorized, in its sole discretion, to operate the System as a separate system or in combination with other assets and/or systems owned or operated by CGDD2A.

Future Tax Levies. CGDD2 will continue to levy and collect all taxes currently being levied and collected by it. CGDD2 shall receive funds from such taxes and shall transfer these funds to CGDD2A. Upon receipt of the tax proceeds from CGDD2, CGDD2A shall hold them exclusively for the benefit of the System, and such tax proceeds shall be used exclusively in the territory covered by CGDD2 as such territory exists as of the Effective Date, including the reasonable cost share of expenses for personnel and movable and immovable property of CGDD2A that may benefit said territory.

CGDD2 hereby agrees to continue to levy the tax currently in effect for the operation and maintenance of the System (the "Millage") at the rate of 6.68 mills for the 2020 tax year and thereafter, unless CGDD2A directs CGDD2 to levy a different rate, in which case CGDD2 shall levy the rate as directed by CGDD2A. CGDD2 shall levy the Millage each year in accordance with applicable law and procedure, until a tax is approved to be levied throughout CGDD2A, at which point CGDD2 shall no longer levy the Millage.

Notwithstanding any of the foregoing, CGDD2 shall continue to levy taxes for the payment of general obligation bonds and shall hold the proceeds of such taxes for as long as any general obligation bonds of CGDD2 remain outstanding. Upon the redemption of all outstanding general obligation bonds of CGDD2, any remaining taxes levied by CGDD2 to pay such bonds shall be transferred to CGDD2A and used in accordance with applicable law. The taxes for the payment of general obligation bonds shall not be included in the definitions of "Millage."

Personnel. CGDD2A shall be responsible for the management (including termination, in its sole discretion) of all current employees of CGDD2 and shall be responsible for the hiring, management, and termination of all future employees.

Insurance. CGDD2 shall maintain all insurance policies that are in effect on the Effective Date of this Agreement during their existing terms and shall provide for CGDD2A to be designated as a "loss payee" and/or "additional insured" on such policies, as applicable. As soon as practical, but not later than the expiration of each insurance policy currently in effect, CGDD2A shall become responsible for maintaining such insurance policies and shall provide for CGDD2 to be designated as a "loss payee" and/or "additional insured" on such policies, as applicable, until the expiration of any applicable period of limitations. CGDD2A, as applicable, shall thereafter provide for new and/or additional insurance policies if deemed necessary and commercially reasonable.

Existing Obligations. In accordance with the Ordinance, any existing contracts of CGDD2 will remain in effect. All contracts of CGDD2 that may be assigned shall be assigned to CGDD2A, and all contracts of CGDD2 that by specific terms therein or operation of law may not be assigned shall continue to be performed by CGDD2 with the oversight and control of CGDD2A, which shall be responsible for assuring compliance with all existing contractual and legal obligations with respect

to the operation and maintenance of the System. Nothing in this section shall be interpreted as relieving CGDD2 of liability for failure to perform any of its obligations.

It is expressly provided herein that nothing herein shall affect or impair in any manner contract rights enjoyed by the holders of any outstanding bonds issued by CGDD2.

Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon, or to give to, any person or corporation, other than the Parish, CGDD2A and CGDD2 any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation thereof; and all the covenants, stipulations, promises and agreements contained herein shall be for the sole and exclusive benefit of the Parish, CGDD2A and CGDD2.

Parish Consent. The Parish hereby consents to the transfer of assets of CGDD2 to CGDD2A and the ownership and operation of the System by CGDD2A as provided for herein and as contemplated by the Ordinance.

Successors and Assigns. Whenever in the Agreement any party or governing authority is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements contained herein shall bind and inure to the benefit of said successors and assigns whether so expressed or not. CGDD2A is expressly intended to be the successor to CGDD2, the assignee of all property interests of CGDD2, and the obligor or beneficiary, as the case may be, of all projects pertaining to the System.

Severability. In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of hereof, but this Agreement shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. Any constitutional or statutory provision enacted after the date hereof which validates or makes legal any provision of this Agreement which would not otherwise be valid or legal shall be deemed to apply to this Agreement.

Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which constitute but one and the same instrument.

Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Louisiana.

Legal Compliance. CGDD2 and CGDD2A shall comply with all federal, state, and local laws and regulations, including, specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*) in carrying out the provisions of this Agreement.

Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or sent by registered or certified mail, postage prepaid, or by overnight courier service to the Parish, CGDD2A and the Parish at the addresses shown in the appearances to this Agreement. Any of the Parties may designate any further or different addresses, including those effective via electronic communication, to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the other party, and may accept notices by facsimile or electronic mail.

Amendment. This Agreement may be amended only by written agreement signed by the Parties hereto.

Effective Date. This Agreement shall be effective as of the Effective Date.

THIS COOPERATIVE ENDEAVOR AGREEMENT is hereby executed in multiple counterparts as of the date aforesaid in the presence of the undersigned competent witnesses, who hereunto sign their names with CGDD2A, CGDD2 and the Parish.

**CONSOLIDATED GRAVITY DRAINAGE
DISTRICT NO. 2 OF THE PARISH OF
ST. MARY, STATE OF LOUISIANA**

By: _____
President

WITNESSES:

Printed Name:

(SEAL)

Printed Name:

Notarial Acknowledgment

STATE OF LOUISIANA
PARISH OF ST. MARY

Before me, the undersigned Notary Public in and for the aforesaid State and Parish, personally appeared this day **Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana**, represented herein by _____, who, upon being duly sworn by me, did state that he is the President of the Board of Commissioners of Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana, and a duly authorized representative of Consolidated Gravity Drainage District No. 2 of the Parish of St. Mary, State of Louisiana and did this day execute the foregoing Cooperative Endeavor Agreement as his and their free act and deed for the purposes set forth therein after a due reading of the whole.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

Print Name: _____

Notary/La. Bar Roll No.: _____

My commission expires: _____

**CONSOLIDATED GRAVITY DRAINAGE
DISTRICT NO. 2A OF THE PARISH OF
ST. MARY, STATE OF LOUISIANA**

By: _____
President

WITNESSES:

(SEAL)

Printed Name:

Printed Name:

Notarial Acknowledgment

STATE OF LOUISIANA
PARISH OF ST. MARY

Before me, the undersigned Notary Public in and for the aforesaid State and Parish, personally appeared this day **Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana**, represented herein by _____, who, upon being duly sworn by me, did state that he is the President of the Board of Commissioners of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana, and a duly authorized representative of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana, and did this day execute the foregoing Cooperative Endeavor Agreement as his and their free act and deed for the purposes set forth therein after a due reading of the whole.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

Print Name: _____

Notary/La. Bar Roll No.: _____

My commission expires: _____

**PARISH OF ST. MARY,
STATE OF LOUISIANA**

By: _____
David Hanagriff, President

WITNESSES:

(SEAL)

Printed Name:

Printed Name:

Notarial Acknowledgment

STATE OF LOUISIANA
PARISH OF ST. MARY

Before me, the undersigned Notary Public in and for the aforesaid State and Parish, personally appeared this day the **Parish of St. Mary, State of Louisiana**, represented herein by David Hanagriff, who, upon being duly sworn by me, did state that he is the Parish President and duly authorized representative of the Parish of St. Mary, State of Louisiana and did this day execute the foregoing Cooperative Endeavor Agreement as his and their free act and deed for the purposes set forth therein after a due reading of the whole.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC

Print Name: _____

Notary/La. Bar Roll No.: _____

My commission expires: _____

RESOLUTION

A resolution approving the holding of an election in Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana, on Saturday, December 5, 2020, to authorize the levy of a special tax therein.

WHEREAS, the Board of Commissioners of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as the governing authority of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana (the "District"), adopted a resolution on August 31, 2020, calling a special election in the District on Saturday, December 5, 2020, to authorize the levy of a special tax therein; and

WHEREAS, the Governing Authority has requested that this Parish Council, acting as the governing authority of the Parish of St. Mary, State of Louisiana, give its consent and authority for the District to hold the aforesaid election, and in the event that the election carries to levy and collect the special tax provided for therein; and

WHEREAS, as required by Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, it is now the desire of this Parish Council to approve the holding of said election and in the event that the election carries, to levy and collect the special tax provided for therein;

NOW, THEREFORE, BE IT RESOLVED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of said Parish, that:

SECTION 1. In compliance with the provisions of Article VI, Section 15 of the Constitution of the State of Louisiana of 1974, and in accordance with the request of the Board of Commissioners of Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana, this Parish Council hereby approves the holding of an election in the District, on Saturday, December 5, 2020, at which election there will be submitted the following proposition, to-wit:

**PROPOSITION
(MILLAGE)**

Shall Consolidated Gravity Drainage District No. 2A of the Parish of St. Mary, State of Louisiana (the “District”) be authorized to levy a tax of seven and thirty-tenths (7.30) mills (the estimated amount reasonably expected to be collected from the levy of the tax for one entire year being \$1,300,000) on all the property subject to taxation in the District for a period of ten (10) years, beginning with the year 2021 and ending with the year 2030, for the purpose of acquiring, constructing, maintaining and operating gravity and forced drainage works and other flood protection improvements within and for the District?

SECTION 2. In the event the election carries, this Parish Council does hereby further consent to and authorize the District to levy and collect the special tax provided for therein.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 9th day of September 2020.

APPROVED:

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

ATTEST:

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

Item 14J, “Resolution ordering and calling a special election to be held in the Parish of St. Mary, State of Louisiana, to vote upon the adoption of an amendment to the current St. Mary Parish Home Rule Charter; making application to the State Bond Commission in connection therewith; and providing for others matters in connection therewith,” was withdrawn.

NEW BUSINESS:

- A. St. Mary Parish Registrar of Voters has submitted their 2021 Budget request.

The proposed Budget Request was referred to the Budget Finance Committee.

- B. James L. Moffett, III, Cox Manager, Government and Regulatory Affairs, has written – Cox is required to obtain permission from local broadcast stations and cable networks to provide their signals on our video channel lineup. We’re in discussions to renew agreements with the following programmers and broadcasters: Outdoor Channel (247, 1247)

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

- C. St. Mary Community Action Agency has submitted their Pre-Application requesting funds for Program Year 2021. Funding Request \$69,500.00. (Transportation Funds - \$45,500.00 and Elderly Nutrition - \$24,000.00)

The proposed Budget Request was referred to the Budget Finance Committee.

Rev. Mathews expressed his disappointment relative to the failure of the ordinance proposing an amendment to Section 2-07 of the Home Rule Charter.

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

Lisa C. Morgan, Clerk

Dean S. Adams, Chairman