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

MARCH 23, 2022 FRANKLIN, LOUISIANA

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

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

Mr. Olander moved that the reading of the minutes of the First Regular Meeting, March 8, 2022 be dispensed with and that the same be approved. Mrs. Hidalgo seconded the motion, which carried.

Diane Wiltz, Franklin Merchant Association President and Kristal Hebert, Hope Floats, appeared before the Council to discuss "Dinner Under the Lampposts." They informed of the "Dinner under the Pampposts" event is a Merchants Association fundraiser that will be held on April 30, 2022 at 6:30 p.m. on Main Street in Franklin, Louisiana. Mrs. Wiltz stated that tickets are \$100.00 per person and that meals will be prepared by local Chef Willie Gaspard from Mr. Lester's Steakhouse, Cypress Bayou Casino and Executive Chef of Northwestern University, Kevin Polito.

Kristal Hebert informed of two food choices that will be offered at the event and stated that Hope Floats is a member of The Franklin Merchants Association.

Kevin Ardoin, Acadiana Criminalistics Laboratory Director appeared before the Council to discuss Capital Outlay Funding for a new crime lab. He stated that commission members include 16th Judicial District Attorney, M. Bofill "Bo" Duhe, St. Mary Parish Councilman, James Bennett, Jr., and eight (8) Sheriff's that serve eight (8) Parish's and their law enforcement. He expounded on the services offered and presented a slide show of current work conditions of the existing building. He also expounded on the cost of the proposed new crime lab, Capital Outlay Funding, and its match requirements.

M. Bofill "Bo" Duhe stated that he is the 16th Judicial District Attorney and Vice President of Acadiana Criminalistics Laboratory and previously served President for two (2) years. He expounded on the importance of a new crime lab and the increasing demand for evidence research. He informed that Acadiana Criminalistics Laboratory is the second largest crime lab in the State of Louisiana that serves 28 Parishes. He stated that retrofitting an existing building to adapt to a crime lab will cost more than new construction and asked for support from St. Mary Parish to help fund construction of a new crime lab.

In response to Rev. Mathews' inquiry, Mr. Ardoin stated that all cases/evidence has to be submitted through a law enforcement agency that follows a procedure to submit evidence to Acadiana Criminalistics Laboratory.

In response to several Council Members inquiry relative to saving evidence, Mr. Ardoin stated that some things may be able to be scanned into a program but physical evidence has to be readily available and cannot be saved on a server.

In response to several Council Members inquiries, Mr. Duhe expounded on the design and cost of the new crime lab and also expounded on the State's cost share requirements of the total construction amount and a possible formula based on property value, population, and case load of each parish and/or city. He stated that the projected time frame for ground breaking depends on available construction dollars and Capital Outlay Funding and that it can be done in stages. He informed that commitments have been received from Iberia Parish and three (3) municipalities.

Dr. Rink informed that because there are no current updates on Item 8, "A public body may hold an executive session pursuant to R.S. 42:16 for one or more of the following reasons: 2) Strategy sessions or negations with respect to collective bargaining, prospective litigation after formal written demand, or litigation when an open meeting would have a detrimental affect on the bargaining or litigating position of the public body," an executive session is not needed. She stated that a report was received from Attorney Bill Bourgeois that the project began on March 21, 2022 using information that was discussed at the last executive session.

In response to Mr. Bennett's inquiry relative to box culverts under Highway 182 in Amelia, Mr. LaGrange stated that the project is scheduled to begin May 1, 2022 with an approximate completion of July 20, 2022.

Chief Administrative Officer, Henry "Bo" LaGrange, presented his report for a two (2) week period ending March 23, 2022. (all items are informational) He submitted a current Public Works Projects schedule to the Council.

Per Dr. Rink's inquiry relative to the Safe Room Project Building in Amelia being built to code, Mr. LaGrange expounded on the building code and wind zone requirements.

Mrs. Hidalgo moved that the Public Hearing Report, March 8, 2022 be accepted. Mr. Bennett seconded the motion, which carried.

Mrs. Hidalgo reported on her recent visit to South Central Planning and suggested that all Council Members schedule an appointment with them to gather information of services they offer.

Mr. Olander introduced the following ordinance:

ORDINANCE NO.

An ordinance declaring certain Public Property surplus and authorizing the sale of same.

BE IT ORDAINED BY THE ST. MARY PARISH COUNCIL in regular session convened:

SECTION 1. The below described property belonging to the Parish of St. Mary is hereby declared surplus and of no public use:

SURPLUS EQUIPMENT TO BE SOLD

ITEM	ТҮРЕ	YEAR	MAKE	MODEL	VIN	PARISH ID
1	Articulator	2009	LASTEC	#721 XR Articulator	30910308	R00462
2	Box Container	2001	ACE	AT-75	1A9TS8211169002	R00975
3	Box Container	2016	LA Container Co	25664	25664	R00566
4	Box Container	2016	LA Container Co	25665	25665	R00567
5	Bulldozer	2003	Komatsu	D37EX-21	5070	R00219
6	Cab Tractor	2008	John Deere	6330	L0633OH559071	R00442
7	Cab Tractor	2008	John Deere	6330	L0633OH559071	R00442
8	Cab Tractor	2008	John Deere	6330	L0633OH578748	R00440
9	Car	2001	Ford	Taurus	1FAFP53282A146181	R00192
10	Compactor	2000	Ingersoll Rand	Pro Pac	#159913	R00371
11	Compactor	2005	Caterpillar	816-F Series	BZR00179	R00392
12	Cutting Deck	2017	John Deere	CX-15	1P0CX15ECHT070043	R00575
13	Cutting Deck 20'	2015	John Deere	CX-20	1P0CX20FEEPIO17263	R00559
14	Dump Truck	1995	International	4700	1HTSCABN5SH206338	R00214

15	Dump Truck	2002	International	4900 6X4	1HTSHAAR32H502044	R00978
16	Dump Truck	2002	Freightliner	FL70	1FVABTAK03DM17118	R00978
	•		Gradall			R00210
17	Excavator	2000		XL3100 Model	313304	
18	Excavator		Kobelco	SK220LC	Serial LL22137	R00580
19	Fire Truck	1977	Walters	BDQG	A5589194	R00197
20	Front End Loader	2002	Komatsu	WA120	54140	R00198
21	Gator	2005	John Deere	Diesel Gator w/bed	MODDCSA030525	R00278
22	Material Spreader	2004	Turfco	Material	F00761	R00259
	_			Spreader ZD2828F-		
23	Mower	2003	Kubota	60PZD	24198	R00992
24	Mower	2011	John Deere	CS15	1POCS15GABZ016055	R00787
25	Mower	2012	John Deere	Z225	1M0Z225AECM121280	R00511
26	Pickup Truck	1998	Ford	F80	1FDXF80C7WVA29198	R00133
27	Pickup Truck	2002	Chevy	Crew Cab	168C23U32F217126	R00487
28	Pickup Truck	2003	Chevy	Extended Cab	2GCEC19V531201564	R00513
29	Pickup Truck	2003	Chevy	S10 Single	1GCCS19X938229585	R00492
30	Pickup Truck	2004	Chevy	Cab Single Cab	1GCEK14V84Z302214	R00996
31	Pickup Truck	2004	Dodge	Extended Cab	1D7HA18P44J235465	R00497
32	*	2004	-	Ram 1500	1D7HA18DX4J253216	
	Pickup Truck		Dodge			R00225
33	Pickup Truck	2004	Ford	F150	2FTRF17254CA29169	R00995
34	Pickup Truck	2004	Ford	F250 Ext Cab	1FTSW2P85EA39444	R00530
35	Pickup Truck	2006	Ford	F250	1FDNF20506ED67287	R00369
36	Pickup Truck	2006	GMC	C8500	1GDT8C4C86F402507	R00276
37	Pickup Truck	2007	Ford	Extended Cab	1FTRF122X7NA48550	R00381
38	Pickup Truck	2008	Ford	F150	1FTRF12W78KE70622	R00435
39	Pickup Truck	2008	Ford	F-150	1FTRF14W48KE39728	R00427
40	Pickup Truck	2009	Chevy	3500 HD	1GCJK73K49F159005	R00469
41	Pickup Truck	2011	Ford	F250	1FTB2A60BEA63241	R00485
42	Pickup Truck	2013	Chevy	2500HD	1GC0KVCG2EF126137	R00526
43	Rotary Boom Mower	2008	Tiger	Single Cab TRB-50C-XB	TB-6277	R00443
44	Rotary Cutter	2008	John Deere	CX-20	WOCX20F003845	R00439
	·					
45	Rotary Cutter	2012	John Deere	CX-20	P0CX20FCCP010061	R00506
46	Rotary Cutter	2014	John Deere	HX15	1P0HX15EAEP042367	R00541
47	Track Loader	2006	Bobcat	T190	527717891	R00281
48	Tractor	1999	John Deere	6410	257241L	R00146
49	Tractor	1999	New Holland	TS100	133958B	R00965
50	Tractor	2005	John Deere	6420	L06420A452510	R00268
51	Tractor	2008	John Deere	6330	L06330H568596	R00426
52	Tractor	2012	John Deere	6115D	1P06115DECT021463	R00505
53	Trailer	1998	Interstate	40DLA	1JKDLA406WA000776	R00135
54	Trailer	2000	Ace	AT-75	1A9TS402XY1169002	R00967
55	Utility Gator	2007	John Deere	1924W-T.S	W04X25D016904	R00375
56	Utility Gator	2008	John Deere	GATOR XUV850D	1JDUV42B28M020452	R00393
57	Utility Gator	2009	John Deere	XUV8500	M0XUVDX030138	R00467
58	Van	1995		TK	2B5WB35Y8TK114098	R00407
			Dodge			
59	Van	2005	Dodge	Caravan	1D4GP25R35B158361	R00229
60	Van	2007	Ford	Freestar	2FMZA51657BA06207	R00370
61	Wheel Loader	2008	Komatsu	WA200-6	70544	R00450
62	Zero Turn Mower	2004	John Deere	797Z-TRAC	TC0797C020108	R00223
63	Zero Turn Mower	2014	John Deere	Z-TRAK	1TC960RDKET020114	R00532
64	Z-Trac Mower	2011	John Deere	A97	TC970AD020061	R00495
65	Dump Truck	2010	International	ProStar	1HSCTSJR0BJ359382	R00480
66	Box Container	2010	LA Container Co	19318	19318	
67	Dump Truck	2004	Freightliner		1FVHBXAK84HM40324	R00213
68	EZ-Liner Truck	1990	GMC		1GTGK24K9LE510208	R00158
69	Mower (pieces)	2006	John Deere		M0X300C011955	R00284
70	Pickup Truck	2004	Chevy		1GCHC24U94E335205	R00501
71	Tractor	2000	John Deere		LV4500C350217	R00421
72	Tractor	2004	John Deere		LV0990G591399	R00251
73	Tractor		John Deere		M00770A131243	R00415
, 3	1140101		John Deere		1.10077011131273	100713

74	Utility Gator		John Deere	HPX4X4	M0HX0PA019205	RR0382
75	Van	1997	Dodge		2B5WB35Y0VK575606	R00162
76	Van	2005	Ford		1FBS831L464HA87848	R00283
77	Zero Turn Mower		John Deere		3TNV88C0JMZ	R00609
78	Aerial Boom Lift		Genie		Z3FN-3864	R00477
79	Backhoe Bucket		Bobcat		775000180	R00607
80	Box Container		Miller	Y-23343		R00105
81	Air Compressor		Ingersoll Rand	#2545		6499
82	Mower		Jacobsen	#67945		R00341
83	Air Compressor		Speedaire			6433
84	Hydroseeder	2000	Bowie	Victor #1100	100-200-074	R00970
85	Aerator		John Deere	Aercore	LC2000x045010	
86	Aera-vator		AERA-vator	Model AE60	#4484	
87	Gator (frame)				M0XUVDX020268	
88	Gator (pieces)	2008	John Deere	Gator XUV	M0XUDX020241	R00394
89	Backhoe Attachment		Bobcat	709	270020189	
90	Backhoe Attachment		John Deere	8B Bucket	LV0008B100005	
		• • • •	John Deere	Attachment		
91	Box Container	2009		4300 Diesel Gator	18860	
92	Gator		John Deere	w/bed	W006X-35528	
93	Gator		John Deere	Diesel Gator w/bed		
94	Mower		Jacobsen	Eclipse 322	#503	
95	Air Compressor		Brunner	#20048		
96	Generator		Kohler	135 kw		
97	Generator		Kohler	135 kw		
98	Golf Cart		Club Car		#RG0502-472869	
99	Golf Cart		Club Car		#RG0512-488079	
100	Golf Cart		Club Car		#RG0512-488085	
101	Golf Cart		Club Car		#RG0516-497703	
102	Golf Cart		Club Car		#RG0523-512295	
103	Golf Cart		Club Car		#RG0549-577472	
104	Golf Cart		Club Car		#RG542-560286	
105	Golf Cart		Club Car		#XG0533-534600	
106	Grading Mower		John Deere		A8120046	
107	Hydromatic Pump		Pentair	40RP		
108	Hydromatic Pump		Pentair	40RP		
109	Pressure Washer		Mi-T-M	#1504		
110	Spray Tank		FMC	5693		
111	Trailer		John Deere	3000 Trailer		
112	Welding Machine		Miller	Dialarc 250		
	_			AC		
113	Welding Machine		MQ Power	HR Weld2		
114	AC Unit		Miller Package			
115	Air Compressor		Scaife			
116	Box Container			121170		
117	Cement Mixer			GIL26471B		
118	Cutter Deck		Stinger			
119	Cutting Deck		John Deere			
120	Cutting Deck 20'		John Deere			
121	Cutting Deck 20'		John Deere			
122	Cutting Deck 20'		John Deere			
123	Filing Cabinet			1-drawer		
124	Filing Cabinet			2-drawer		
125	Filing Cabinet			3-drawer		
126	Filing Cabinet			4-drawer		
127	Filing Cabinet			4-drawer		
128	Filing Cabinet			4-drawer		
129	Filing Cabinet			4-drawer		
130	Filing Cabinet			4-drawer		
131	Filing Cabinet			4-drawer		
132	Filing Cabinet			4-drawer		
133	Filing Cabinet			5-drawer		

134	Filing Cabinet		5-drawer
135	Filing Cabinet		5-drawer
136	Generator	Winco Power Systems	
137	Pressure Washer	Hydro-Quip	
138	Sewer Cleaner		#5034
139	Supply Hose	Pallet of	6" supply hose
140	Supply Hose	Pallet of	6" supply hose
141	Ticket Machine	Amano	
142	Ticket Machine	Amano	
143	Ticket Machine	Amano	
144	Ticket Machine	Amano	
145	Office Chair		
146	Office Chair		
147	Office Chair		
148	Office Chair		
149	Office Chair		
150	Office Chair		
151	Office Chair		
152	Office Chair		

SECTION 2. The Parish President is authorized for and on behalf of the St. Mary Parish Council to execute any and all documents relative to the sale of the above described property in accordance with law.

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

SECTION 4. This ordinance shall become effective and be in full force upon signature of the Parish President.

This ordinance having been offered and read on this the 23rd day of March, 2022; having been published in accordance with law.

Mrs. Hidalgo introduced the following ordinance:

ORDINANCE NO.

AN ORDINANCE AMENDING AND RE-ENACTING ORDINANCE NO. 2287 ESTABLISHING A SIXTY-DAY WAITING PERIOD BEFORE RE-INTRODUCING AN ORDINANCE WHICH HAS FAILED

WHEREAS, The St. Mary Parish Council hereby adopts a policy providing that a proposed Ordinance placed on the agenda for adoption which fails to receive a favorable vote of the members of the Parish Council may not be placed upon the agenda of a future meeting of the council until more than sixty (60) days have passed since its failure to pass unless substantial amendments or changes have been made to the item as initially proposed.

WHEREAS, for purposes of this policy, where a member of the St. Mary Parish Council wishes to place a proposed Ordinance on the agenda for adoption prior to the passage of more than sixty (60) days since its failure to pass upon initial consideration, the Chairman of the Parish Council shall make a determination as to whether or not substantial amendments or changes have been made to the item as initially proposed. However, the Parish Council, by a favorable vote of a majority of its members, may override the determination of the Chairman of the Council.

NOW, THEREFORE, BE IT ORDAINED by the St. Mary Parish Council, acting as the governing authority of the Parish of St. Mary, State of Louisiana, hereby adopts Ordinance No. _____ which reads as follows:

The St. Mary Parish Council hereby adopts a policy providing that a proposed Ordinance placed on the agenda for adoption which fails to receive a favorable vote of the membership of the Parish Council may not be introduced at a future meeting of the council until more than sixty (60) days have passed since its failure to pass unless substantial amendments or changes have been

made to the Ordinance as initially proposed.

For purposes of this policy, where a member of the St. Mary Parish Council wishes to introduce a proposed Ordinance for adoption prior to the passage of more than sixty (60) days since its failure to pass upon initial consideration, the Chairman of the Parish Council shall make a determination as to whether or not substantial amendments or changes have been made to the item as initially proposed. However, at the meeting at which the amended or changed ordinance is introduced, the Parish Council, by a favorable vote of a majority of its membership, may override the determination of the Chairman of the Council.

Notwithstanding, the original Ordinance may be introduced at a Council Meeting sooner than the established sixty (60) day waiting period upon a favorable vote of a majority of its Membership, which vote shall be taken at the meeting of and prior to its introduction.

The provisions of this Ordinance shall not supersede or apply to the waiting period requirements in Ordinance No. 1973 (St. Mary Parish Unified Development Code).

This ordinance shall become effective upon the signature of the President of St. Mary Parish.

This ordinance having been offered and read on this the 23rd day of March, 2022; having been published in accordance with law.

Mr. Ramsey introduced the following ordinances:

ORDINANCE NO.

An Ordinance authorizing the Parish of St. Mary to enter into a Cooperative Endeavor Agreement & Water Bottom Lease with the State of Louisiana relative to certain water bottoms owned by the State for use of St. Mary Parish, specifically Joe C. Russo Boat Landing in Morgan City.

BE IT ORDAINED by the St. Mary Parish Council:

SECTION 1. That the Parish of St. Mary enter into a lease agreement with the State of Louisiana relative to certain water bottoms owned by the State for use of St. Mary Parish, specifically Joe C. Russo Boat Landing in Morgan City, all in accordance with the basic terms and conditions contained in Exhibit "A" attached hereto.

SECTION 2. That David Hanagriff, Parish President, is authorized to execute such lease on behalf of the Parish Council.

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

This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this the 23rd day of March, 2022; having been published in accordance with law.

Exhibit "A"

LEASE CONTRACT NO. 990

COOPERATIVE ENDEAVOR AGREEMENT & WATER BOTTOM LEASE

This Cooperative Endeavor Agreement and Water Bottom Lease is made and entered into by and

between:

The State of Louisiana, through the Division of Administration, Office of State Lands, represented herein by Cheston Hill (hereinafter referred to as the "State" or "Lessor"); and

St. Mary Parish Government, represented herein by David Hanagriff, President, (hereinafter referred to as the "Parish" or "Lessee");

Who enter into this Agreement pertaining to certain water bottoms owned by the State for use by the Parish in its provision of recreational activities to the citizens and visitors of St. Mary Parish, in exchange for the covenants and consideration set forth herein.

WHEREAS, the Louisiana Constitution of 1974, in Article VII, Section 14(C), provides that the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual for a public purpose.

WHEREAS, the State is the owner of the dried lakebed of Lake Palourde, located in Section 36, T15S-R12E, St. Mary Parish, Louisiana, as shown on the attached plats.

WHEREAS, by virtue of provisions of La. R.S. 41:1701, et. seq. the State is authorized to lease water bottoms for any legitimate private, public, or commercial use.

WHEREAS, the State desires to lease to the Parish a portion of the dried lakebed of Lake Palourde for the operation and maintenance of a public boat launch, which will be made available to the public for recreational use. It is understood that the public boat launch will not generate public or private revenue and are solely being constructed for the public purpose of enhancing recreational opportunities on the dried lakebed of Lake Palourde.

WHEREAS, the Parties desire to enter into a Lease Agreement to facilitate and advance the goals recited herein, as well as other goals for the public benefit of the State.

WHEREAS, because it is anticipated that the recreational value of the public boat launch will exceed the value of the obligations of the State, the Lease Agreement is not a gratuitous donation.

NOW THEREFORE, the parties agree to the lease terms set forth below:

PROPERTY

Approximately 3.6 acres of state claimed water bottoms in the dried lakebed of Lake Palourde, located in Section 36, T15S-R12E, at approximate Levee Station #2270, St. Mary Parish, Louisiana, formerly leased under Surface Lease No. 2068, as shown on the plat attached hereto as Exhibit A (hereinafter referred to as the "property")

<u>TERM</u>

The lease is granted for a term of <u>FIVE (5) YEARS</u>, commencing on ______, and ending on ______, with an option in favor of the LESSEE to renew for <u>NINE (9)</u> successive terms as provided for in the rules and regulations promulgated pursuant to La. R.S. 41:1701, et. seq. In no case shall said lease extend beyond a fifty (50) year maximum period.

RENTAL

The rental payment constituting the consideration of this lease is the price and sum of $\underline{\text{One}}$ Hundred and 00/100 (\$100.00) Dollars per annum.

IMPROVEMENTS

LESSEE shall <u>not</u> make any additions, alterations, or reconstructions of any nature whatsoever to the property, including improvements, other than those provided for in the original plans and specifications attached hereto, without prior written permission of LESSOR.

CONDITIONS

- 1. This lease is granted subject to all existing surface leases, mineral leases, servitudes, rights-of-way, permits or any other contracts, whether recorded or unrecorded, affecting the property.
- 2. LESSEE shall comply with all federal, state, and local rules, regulations, and ordinances for sewer, sanitation, fire, safety, and any other regulated activities and provide LESSOR with proof of compliance.
- 3. LESSEE agrees to use the property as a good and careful administrator. This includes maintaining the property in a neat, clean, and orderly manner at all times. No hazardous waste materials shall be place or stored by LESSEE on or under the property.
- 4. Should an Attorney be employed to give special attention to the enforcement or protection of any claim of LESSOR arising from this lease, LESSEE shall pay as fees and compensation to such Attorney such sum as will constitute a reasonable fee including all court costs, together with all other costs, charges, and expenses or reimbursement for actual costs occasioned by LESSOR.
- 5. The drainage, public navigation, and marine life of the surrounding area shall not be impeded in any manner.
- 6. LESSEE acknowledges and understands that the lands and/or water bottoms depicted on the attached plat and specifications are the sole property of the State of Louisiana, and that no proprietary rights or title shall vest in LESSEE or be construed as transferred or abandoned by LESSOR by reason of this lease. LESSEE further understands and agrees that this lease shall not be construed to recognize or confirm title or rights with respect to riparian property relative to adverse claimants or as between riparian owners.

RESERVATIONS

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

- 1. LESSOR reserves all rights of whatever nature and kind in and to all minerals on or under the property. These rights include, but are not limited to, all operations which are necessary, useful, or convenient for the exploration, exploitation, drilling, mining, production, development, storage, and transportation of all oil, gas, Sulphur, and other minerals, on or under the property or any other lands under the control of LESSOR.
- 2. LESSOR reserves all rights of whatever nature and kind in and to all other surface or subsurface uses of the property. These rights include, but are not limited to, all operations which are necessary, useful, or convenient for the exploration, exploitation, mining, production, and development of all sand, gravel, or shell deposits; issuance of servitudes and rights-of-way; and issuance of permits and leases.
- 3. Nothing herein contained shall be construed as to prohibit or preclude the LESSOR herein from granting to other persons, associations, or corporations the right to cross over or under the property herein described, provided that is such crossing should necessitate the alteration or relocation of the <u>public boat launch</u> constructed by LESSEE, all costs thereof shall be at the expense of such subsequent grantee, subject to the following:

The parties hereto recognize that it might hereafter become necessary or desirable to widen, deepen, or make some other work of public improvement on the lands and/or water bottoms herein granted, and this lease is accepted under the express condition and with the distinct understanding that, if any work by the United States or the State of Louisiana or any department,

agency, or political subdivision of either makes it necessary to alter or relocate the floating docks, the entire costs of alteration or relocation shall be borne by the LESSEE, the responsibility on the part of the LESSEE being part of the consideration from which this lease is made.

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

ASSIGNMENT/SUBLEASE

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

HOLD HARMLESS

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

LESSEE further acknowledges and understands that LESSEE'S acceptance of the property in its present condition and without any warranty of title whatsoever by LESSOR, that LESSOR will not be responsible to LESSEE for any loss or damage that LESSEE may suffer as a result of any claim, demand, or cause of action that may be brought by third parties asserting riparian or reclamation rights to the property leased herein.

LIABILITY INSURANCE

LESSEE is required to maintain a minimum amount of liability insurance of at least One Half Million and 00/100 (\$500,000) Dollars of liability insurance or a greater amount as established by LESSOR at all times this lease is in effect. LESSEE shall insure that the State of Louisiana is named as an additional insured and a certificate of insurance shall be submitted to LESSOR upon request to insure continued coverage.

TERMINATION/CANCELLATION

- 1. Should LESSEE at any time violate any of the conditions of this lease, or discontinue the use of the property, payments, or other expenses assumed under this lease, LESSOR shall have the option to immediately cancel this lease without putting LESSEE in default, LESSEE to remain responsible for all damages or losses suffered by LESSOR. In the event that a default or violation of any of the material conditions of this lease cannot be cured by LESSEE within thirty days (30) days after notice, LESSOR shall not cancel this lease if LESSEE has commenced a commercially reasonable course of action to cure said violation within thirty (30) days after receipt of notice to cure.
- 2. Should LESSEE at any time use the property or any portion thereof for any illegal or unlawful purpose, or should LESSEE commit, or permit, or tolerate the commission of any act made punishable by fine or imprisonment under the laws of the United States or the State of Louisiana, or any ordinance of the Parish, the remedies set forth in the preceding paragraph shall be available to LESSOR immediately without necessity of giving any written notice or any other notice to LESSEE.

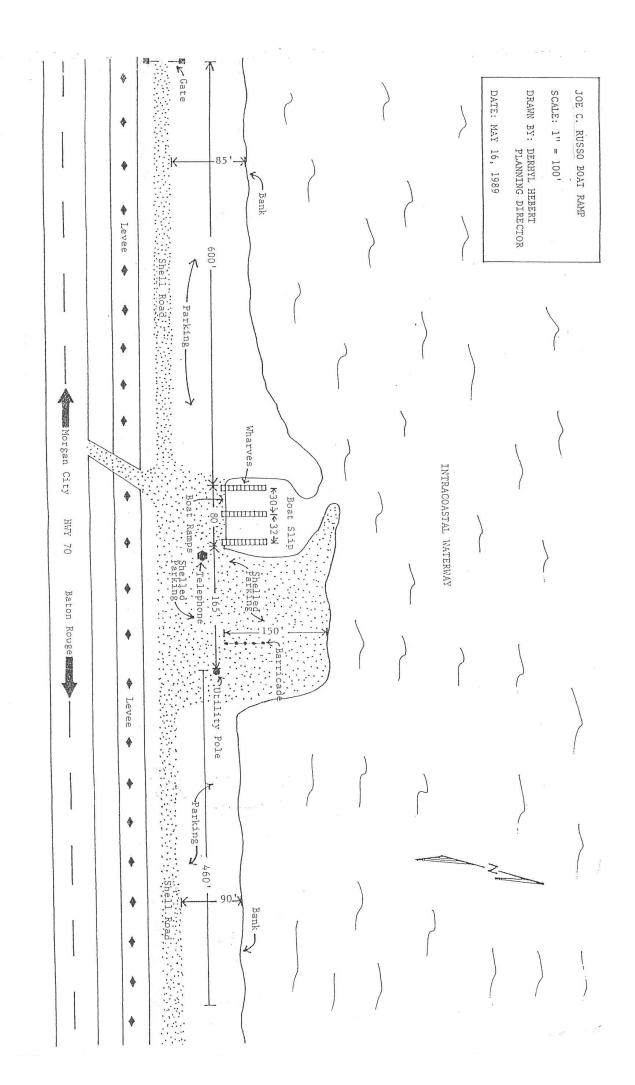
- 3. It is understood and agreed that should it be determined that the property covered by this lease is required for a public purpose by the State, LESSEE shall be so notified by writing and this lease shall be canceled and terminated and the property surrendered ninety (90) days from the date of the receipt of said notice.
- 4. LESSEE may surrender this lease at any time, either during the original term or any extension of the original term by giving written notice to LESSOR. If LESSEE had previously recorded this lease in the parish conveyance records, then LESSEE shall file a written release in the parish conveyance records and shall provide LESSOR a certified copy thereof. Surrender of this lease shall not affect any existing obligations of the LESSEE or relieve the LESSEE of any obligations previously incurred.
- 5. Upon termination of this lease, LESSEE will ipso facto forfeit any right of recourse against LESSOR for return of all or part of the consideration paid.
- 6. In the event of cancellation or termination for any reason, LESSEE or its assigns hereby agree to remove at their sole risk, cost, and expense, any or all constructions or obstacles and to restore the property to its original condition within ninety (90) days of lease termination, in default of which ownership of constructions shall transfer to LESSOR. In the event LESSEE fails to remove all constructions, from the property to within 90 days of lease termination, then LESSOR will acquire ownership of the constructions and owes nothing to LESSEE.
- 7. Should LESSOR allow or permit LESSEE to remain on the property after the expiration or termination of this lease, this shall not be construed as a reconduction of this lease.

NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited in the United States mail via registered or certified mail, postage prepaid, return receipt requested, or (iii) hand delivered, or (iv) sent via facsimile or email. Any notice sent by mail should be addressed as follows:

STATE:	Louisiana Office of State Lands P.O. Box 44124 Baton Rouge, LA 70804
PARISH:	St. Mary Parish Government Attn: David Hanagriff, President 5 th Floor – Courthouse Franklin, LA 70538-6198
	EFFECT OF LAW
them, have the effect of governed by the laws of	this lease understand and agree that the provisions herein shall, between of law; but in reference to matters not provided herein, this lease shall be f the State of Louisiana. IGNED by the Parish of St. Mary on the day of,
WITNESSES:	ST. MARY PARISH GOVERNMENT
Printed Name:	
	By
Printed Name:	DAVID HANAGRIFF PARISH PRESIDENT

*************	**************
THUS DONE AND SIGNED by the State of I 20	Louisiana on the day of
WITNESSES:	STATE OF LOUISIANA DIVISION OF ADMINISTRATION
Printed Name: <u>Donice Bass</u>	
Printed Name:	By Cheston Hill Public Lands Administrator
************	*************
APPROVED AS TO FORM AND LEGALITY:	
OFFICE OF THE ATTORNEY GENERAL	
Printed Name:	



ORDINANCE NO.

An Ordinance establishing a procedure regarding Traffic Control Devices

BE IT ORDAINED that the St. Mary Parish Council hereby adopts a policy relative to traffic control devices:

SECTION I. Whenever a member of the Parish Council makes a written request to the Clerk of the Council for the installation, modification or removal of any type of traffic control device(s) on Parish Roads in St. Mary Parish, St. Mary Parish Government shall comply with the requirements found in Louisiana R.S.32: 235(B), specifically, that engineering judgment should be exercised regarding the subject traffic control devices. Compliance shall be accomplished in the form of a written report from the South Central Planning and Development Commission (or such other appropriate engineer with traffic control device engineering experience) that the installation, modification or removal of any type of traffic control device(s) conforms to R.S.32: 235(B) and is based on experienced traffic engineering judgment.

SECTION II. If the written report provides that the proposed installation, modification or removal is appropriate, consistent and in accordance with the "Louisiana Local Road Traffic Sign Handbook for Parishes and Small Communities", an Ordinance may be introduced for the installation, modification or removal of the specific traffic control device(s).

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 the 23rd day of March 2022, having been published in accordance with law.

Mr. Bennett moved that the following Resolution be adopted. The Council seconded the motion, which carried by the following 8-0-0-3 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert, Duhon, and Adams

RESOLUTION OF RESPECT

WHEREAS, the Lord Almighty in his Infinite mercy and goodness has seen fit to remove from our midst, Mrs. Deborah "Debbie" Boudreaux Duhon, and

WHEREAS, Mrs. Duhon was a longtime resident and native of Morgan City, Louisiana, was a hairdresser and a loving wife, mother, and grandmother, and

WHEREAS, Mrs. Duhon was a loving person who opened her home to everyone around her and became a second mom to many kids in town, and

WHEREAS, Mrs. Duhon being known for her fun loving and free spirit, and always making everyone laugh, and

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

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

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

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session co

convened on this the 23 rd day of March 20	1922.
	APPROVED:
	KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL
ATTEST:	
LISA C. MORGAN, CLERK	

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

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert, Duhon, and Adams

ST. MARY PARISH COUNCIL

PROCLAMATION

WHEREAS, the strength of our nation flows from the promise of individual equality and freedom of choice, and

WHEREAS, the Fifty-fourth Anniversary of the National Fair Housing Law, Title VIII of the Civil Rights Act of 1968, during the month of April, is an occasion for all Americansindividually and collectively - to rededicate themselves to the principle of freedom from housing discrimination whenever it exists. This ordinance guarantees for each citizen that critical, personal element of freedom of choice of home, and

WHEREAS, the Louisiana Equal Housing Opportunity Act, as amended, prohibits discrimination in the sale and rental of housing because of race, color, national origin, religion, sex, familial status or handicap, and

WHEREAS, a Fair Housing Ordinance has been adopted by the St Mary Parish Government; and implementation of that ordinance requires the positive commitment, involvement and support of all of our citizens, and

WHEREAS, the department and agencies of the Parish have dedicated themselves to provide leadership in the effort to make fair housing not just an idea, but an ideal for all our citizens, and

WHEREAS, the Parish desires to increase the public's awareness regarding Fair Housing and the Louisiana Open Housing Act so that citizens realize that barriers that diminish the rights and limit the options of any citizen will ultimately diminish the rights and limit the options of all.

NOW, THEREFORE, BE IT RESOLVED, that the St. Mary Parish Council, hereby proclaim the month of April 2022, as

Fair Housing Month

in St Mary Parish, Louisiana and do hereby encourage all citizens to abide by the letter and spirit of the Fair Housing Ordinance, and ask the citizens of this Parish to join in reaffirming the obligation and commitment to fair housing opportunities for all.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of March, 2022.

, , , , , , , , , , , , , , , , , , ,	APPROVED:
	KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL
ATTEST:	
LISA C. MORGAN, CLERK ST. MARY PARISH COUNCIL	

PROCLAMATION

WHEREAS, the LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM has operated since 1982 to provide local governments with the resources required to primarily meet the needs of low- and moderate-income persons, and

WHEREAS, the LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM has had a significant impact on our local economies through job creation and retention, physical development, housing improvements, and improved local tax bases, and

WHEREAS, the LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM has provided St Mary Parish with important and flexible assistance to meet the needs of its low- and moderate-income residents by funding housing rehabilitation, and

WHEREAS, the week of April 11 - April 15, 2022, has been reserved for recognition and appreciation of the LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

NOW, THEREFORE, BE IT RESOLVED, that the St. Mary Parish Council, hereby proclaim the week of April 11 - April 15, 2022, as

NATIONAL COMMUNITY DEVELOPMENT WEEK

in the Parish, and call upon all citizens of this community to participate in activities and ceremonies celebrating the LOUISIANA COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of March, 2022.

	APPROVED:
	KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL
ATTEST:	
LISA C. MORGAN, CLERK ST. MARY PARISH COUNCIL	

RESOLUTION

WHEREAS, the week of April 11 – April 15, 2022 has been designated as National Community Development Week, and St Mary Parish is a participant in the Louisiana Community Development Block Grant program which funds primarily public infrastructure and economic development grants in this community, and

WHEREAS, in this community and communities throughout the nation, twenty-one years of Louisiana Community Development Block Grant program funding has developed a strong of relationship between this local government and its residents, principally those of low-to-moderate income, and

WHEREAS, this community recognizes that the Louisiana Community Development Block Grant program is a partnership of federal, state, and local government and community and business efforts, and that the services funded by the Louisiana CDBG program relies heavily on the dedication and good will of our combined efforts,

NOW, THEREFORE, BE IT RESOLVED, that during National Community Development Week 2022, this community will give special thanks and recognition to all participants whose hard work and devotion to the neighborhoods and their low-and moderateincome residents help ensure the quality and effectiveness of the Louisiana Community Development Block Grant program, and

BE IT FURTHER RESOLVED, that this community, along with the service providers and others whose names are appended to this resolution, hereby petition the U.S. Congress and Administration to recognize the outstanding work being done locally and nationally by the Community Development Block Grant program, and of its vital importance to the community and to the people who live in its lower income neighborhoods, and

BE IT FURTHER RESOLVED, that copies of this resolution be conveyed to the appropriate elected and appointed officials of the federal government and that this community's name be added to the roll of those committed to the preservation and full funding of the Community Development Block Grant program and maintenance of its essential features over the course of the next session

ADOPTED AN n convened on this the 23rd

n of Congress.						
D APPROVED by the day of March, 2022.	St. Mary	Parish	Council	in	regular	session
	APPROV	ED:				
	KRISTI : ST. MAR		, ,			RSON

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 Durable Piling Restoration, LLC relative to the Pepper Road Bridge Repairs (Recall #200741) Project.
WHEREAS, Durable Piling Restoration, LLC, 902 Jefferson Avenue, Suite 11, New Orleans, Louisiana 70115, has substantially completed the Pepper Road Bridge Repairs (Recall #200741) 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 Pepper Road Bridge Repairs (Recall #200741) Project.
BE IT FURTHER RESOLVED, that he shall 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 23 rd day of March 2022.
APPROVED:
KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL
ATTEST:

LISA C. MORGAN, CLERK

ST. MARY PARISH COUNCIL

In response to Mr. Bennett's inquiry, Mr. LaGrange stated that this is a stationary bridge over a drainage canal located on Pepper Road on the West end of the Parish and that all repairs are complete.

RESOLUTION

A resolution authorizing the Parish President to execute a grant contract relative to the FY 2020-2021 Louisiana Local Government Assistance Program (LGAP) to Provide Restroom Facilities in the Maintenance Shed and Rehabilitate the Sewer Pump Station at the Harry P. Williams Memorial Airport.

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 grant contract relative to the FY 2020-2021 Louisiana Local Government Assistance Program (LGAP) to Provide Restroom Facilities in the Maintenance Shed and Rehabilitate the Sewer Pump Station at the Harry P. Williams Memorial Airport, 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 23rd day of March 2022.

	APPROVED:
ATTEST:	KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL
ATTEST:	
LISA C. MORGAN, CLERK ST. MARY PARISH COUNCIL	
RESC	DLUTION
a Cooperative Endeavor Agree relative to Emergency Power	izing the Parish President to execute ement with the State of Louisiana Improvements at St. Mary Parish truction, FP&C Project No. 50-J51-
is hereby authorized and directed, for and Cooperative Endeavor Agreement with the Improvements at St. Mary Parish Courthouse,	griff, President of the Parish of St. Mary, be and he on behalf of the Parish Council, to execute a State of Louisiana relative to Emergency Power Planning and Construction, FP&C Project No. 50-th terms, conditions, and stipulations as he may best s.
ADOPTED AND APPROVED by convened on this the 23 rd day of March 2022.	the St. Mary Parish Council in regular session
	APPROVED:
	KRISTI P. RINK, M.D., CHAIRPERSON 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 St. Peters Road project.

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 Asphaltic Concrete Roadway Improvements to St. Peters Road project, and

WHEREAS, the items as shown on Change Order No. 1 will result in a decrease of \$175,293.81 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 \$175,293.81 in the contract price for the Asphaltic Concrete Roadway Improvements to St. Peters Road 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 23rd day of March 2022.

·	APPROVED:
	KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL
ATTEST: LISA C. MORGAN, CLERK	
ST. MARY PARISH COUNCIL	

RESOLUTION

Resolution providing the purposes for retaining specialists, experts and consultants and granting the authorization therefore.

WHEREAS, St. Mary Parish Government ("PARISH") exists as the governing authority of St. Mary Parish of the State of Louisiana, and

WHEREAS, by operation of law, the District Attorney's office (DA) serves as the regular counsel for PARISH in accordance with La. R.S. 16:2 & La. R.S. 42:261, and

WHEREAS, DA does not possess the ability to provide specialized behavioral health care transactional and advisory legal services, which the PARISH urgently requires, and

WHEREAS, the PARISH requires health care transactional and strategic planning advisory services in connection with certain behavioral health care facilities and related transactions, including leasing of Parish facilities, and

WHEREAS, the St. Mary Parish Council has determined that the PARISH must immediately retain appropriate counsel to assist it in properly serving the needs of the PARISH, and

WHEREAS, the PARISH, finds that these expenditures to retain and to compensate counsel for the rendition of services to PARISH, are reasonable and necessary and in the public interest.

BE IT RESOLVED, that the PARISH hereby agrees to retain the services of the following firm and persons:

> **Bourgeois Law, LLC** William E. Bourgeois \$220/hr Paralegals \$ 60/hr

BE IT FURTHER RESOLVED, that Mr. David Hanagriff is authorized, on behalf of the PARISH, to execute agreements with counsel at these rates and to execute all necessary and proper documents in connection therewith.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 23rd day of March 2022.

APPROVED: KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL **ATTEST:** LISA C. MORGAN, CLERK ST. MARY PARISH COUNCIL

RESOLUTION

A resolution authorizing David Hanagriff, the President to execute Task Order No. 1 to with Aptim Environmental & Infrastructure, LLC relative to the Runway and Taxiway Overlay Design project at the Harry P. Williams Memorial Airport.

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 Task Order No. 1 with Aptim Environmental & Infrastructure, LLC, 4171 Essen Lane, Baton Rouge, LA 70809 relative to the Runway and Taxiway Overlay Design project at the Harry P. Williams Memorial Airport, 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 23rd day of March 2022.

APPROVED: KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL

LISA C. MORGAN, CLERK ST. MARY PARISH COUNCIL

ATTEST:

RESOLUTION

A resolution authorizing David Hanagriff, the President to execute Task Order No. 2 to with Aptim Environmental & Infrastructure, LLC relative to the Administrative Services at the Harry P. Williams Memorial Airport.

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 Task Order No. 2 with Aptim Environmental & Infrastructure, LLC, 4171 Essen Lane, Baton Rouge, LA 70809 relative to the Administrative Services at the Harry P. Williams Memorial Airport, 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 23^{rd} day of March 2022.

	APPROVED:
	KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL
ATTEST:	
LISA C. MORGAN, CLERK ST. MARY PARISH COUNCIL	
R	ESOLUTION
	Parish President to execute a contract with LC relative to the Veterans Boulevard Bridges #200880).
is hereby authorized and directed, for and or with Durable Piling Restoration, LLC, 902 3 70115, relative to the Veterans Boulevard B	nagriff, President of the Parish of St. Mary, be and he in behalf of the Parish Council, to execute a contract Jefferson Avenue, Suite 11, New Orleans, Louisiana Bridges Repairs (Recall #200879 and #200880), with ons, and stipulations as he may best see fit, he being
ADOPTED AND APPROVED by convened on this the 23 rd day of March 2022.	y the St. Mary Parish Council in regular session
	APPROVED:
ATTEST:	KRISTI P. RINK, M.D., CHAIRPERSON ST. MARY PARISH COUNCIL
LISA C. MORGAN, CLERK ST. MARY PARISH COUNCIL	

OLD BUSINESS:

A. Discuss and take action, if necessary, on items discussed in Executive Session.

No action was taken on this item.

B. Referred from the March 8, 2022 Regular Meeting - Appointment to the following Boards and Commissions:

Fire Protection District No. 7 (Bayou Vista) – 1 vacancy

Harold Driggers Jason Hunt Martin S. Dehart

Mr. Ramsey tabled this item to the April 13, 2022 Parish Council agenda. Mr. Olander seconded the item, which carried.

Fire Protection District No. 11 (Four Corners) – 5 Vacancies

David Aymond – Present Member
Ronald J. Chillis – Present Member
Russell J. Viator – Present Member

Linda Lockett – Present Member

Rev. Mathews moved to reappoint David Aymond, Shirley J. Purvey, Ronald J. Chillis, Linda Lockett, and Russell J. Viator to Fire Protection District No. 11. Mr. Ina seconded the motion, which carried.

NEW BUSINESS:

A. We received the following financial statements:

Fairview Treatment Center – year ended June 30, 2021

Gravity Sub-Drainage District No. 1 of Gravity Drainage District No. 2 – year ended September 30, 20201

Recreation District No. 4 – year ended September 30, 2021

Wax Lake East Drainage District – year ended September 30, 2021

B. Nat Clark emailed on March 4, 2022 to inform the group that he decided to step down at this time from the Wards 5 & 8 Joint Sewer Commission. I did let Les Rulf know about this decision and he will attend the March meeting.

Mr. Clark will be sent a letter thanking him for his service and the vacancy will be advertised.

C. Appointments to the following Boards and Commissions:

Board of Adjustments - 1 Vacancy

Tanya J. Anderson – Present Member

Mr. In a moved to reappoint Tanya J. Anderson to the Board of Adjustments. Rev. Mathews seconded the motion, which carried.

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

Lisa C. Morgan, Clerk	Kristi P. Rink, M.D., Chairperson