

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

JANUARY 9, 2019  
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman Kevin Voisin presiding and the following members present: Rev. Craig Mathews, J Ina, Dale Rogers, Glen Hidalgo, Ken Singleton, Patrick Hebert, Sterling Fryou, Paul P. Naquin, Jr., and Gabriel Beadle. Absent was James Bennett.

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

Nominations were opened for Chairman and Vice Chairman of the Council.

Mr. Naquin moved that Gabriel Beadle be nominated as Chairman of the Council for the year 2019. Mr. Fryou seconded the motion, which carried. There being no other nominations, Mr. Naquin moved to close the nominations.

Mr. Naquin moved that Kevin Voisin be nominated as Vice-Chairman of the Council for the year 2019. Mr. Hidalgo seconded the motion, which carried. There being no other nominations, Mr. Naquin moved to close the nominations.

Mr. Voisin thanked the Council for their support while he served as Chairman for St. Mary Parish Council.

Mr. Voisin moved that the reading of the minutes of the Second Regular Meeting, December 19, 2018, be dispensed with and that the same be approved. Mr. Fryou seconded the motion, which carried.

Theresa Boykin, 207 Yokely Road, Franklin, Louisiana, Volunteer and Member for Lydia Cancer Association appeared before the Council to discuss the upcoming event for the 10<sup>th</sup> Annual "Rock the Runway Fashion and Talent Show" on January 26, 2019 at the Franklin Recreation Center.

Mr. Beadle acknowledged newly elected Sheriff Blaise Smith, Port of Morgan City Executive Director, Raymond "Mac" Wade, and Town of Baldwin Alderman, Clarence Vappie.

Mr. Wade submitted a completion summary of activities from the Port of Morgan City to the Council.

Parish President, David Hanagriff reported that Coastal Restoration Protection Authority (CPRA) hosted a meeting to discuss several projects with area legislators and parish officials in the master plan that included St. Mary Parish.

Rev. Mathews informed that the water plant that is being constructed in Glencoe has submitted several change orders. He stated that one concern is that some items were not originally requested or included in the original bid and suggested that in the future, a bid package be presented in advance for review to avoid costly adjustments towards the end of completion.

Mr. LaGrange stated that he is aware of the change order and is expecting the change order and substantial completion request to be placed on January 23, 2019 agenda. Mr. LaGrange expounded on funding for this project.

Mr. Rogers explained a contractor's duty regarding change orders.

Chief Administrative Officer, Henry “Bo” LaGrange, presented his report for a three (3) week period ending January 9, 2019.

Item 5 in Mr. LaGrange’s report stated, “In accordance with the Parish’s solid waste collection contract with Pelican Waste and pursuant to Section III, Article 15.B in Addendum No. 1, Modification of Rates, The Consumer Price Index adjustment calculations have been made. The CPI results in a composite increase of 6.05%. However, the Contract limits the upward or downward adjustment to a maximum of 4% per year. Therefore, effective for the period November 1<sup>st</sup>, 2018 thru October 31<sup>st</sup>, 2019 the monthly rate per household shall increase by \$0.67 from \$16.72 to \$17.39 per month per household. It should be noted that we charge residents in the unincorporated areas of the parish \$15.00 per month for garbage collection and allow the water & sewer commissions that collect the fees to keep \$0.65, thereby resulting in a net receipt of \$14.35 per month per household to the parish. The difference is paid from a portion of the ¾% sales tax.”

In response to several Councilmen’s inquiry, Mr. LaGrange stated that he will meet with Pelican Waste next week and plan to discuss possibly expanding the areas that do not have bear resistant cans.

In response to Mr. Ina’s inquiry, Mr. LaGrange stated that contracts have been signed regarding the road project for Irish Bend Road and expounded on scheduling for the remaining road projects.

Mr. Rogers stated that the Centerville Road Project should begin this month and that due to weather and grinding, the roads on Irish Bend are damaged.

Mrs. Tammy Luke presented the following items as recommended by the Planning & Zoning Commission at their December 17, 2018 Regular Meeting:

**a. Preliminary & Final Subdivision Approval –**

Name: George Simpson  
Address: 9019 Hwy. 182, Franklin, LA (Centerville)

Parcel Id# Sec. 6/37 T15S R10E;  
-Parcel Id# 2504561130.00-8.80 Ac por Tract "ABCDEFGHGA" per Plat 39G 253962 containing 9.60 Ac situated in Sec. 6 T15S R10E Acq. 234 310678 &  
-Parcel Id# 2504561129.00-.80 Ac por Tract "ABCDEFGHGA" per Plat 39G 253962 containing 9.60 Ac situated in Sec. 37 T15S R10E Acq. 234 310678.

Zoned: Existing Neighborhood (EN2) Zoned District

PURPOSE: as shown on a plat titled “Plan of Land Showing Property of George W. Simpson a sper COB 234, Entry 310,678 to be subdivided into Tract “AIJKLMNEFGHA” and Tract “IBCDNMLKJI” situated in: Sections 6 & 27, T15S-R10E, St. Mary Parish, Louisiana Southwestern Land District; as prepared by Miller Engineers & Associates, Inc.; Dwg. No. 14327; dated November 19, 2018”

Pending Board of Adjustments Approval on January 7, 2019.

**b. Final Subdivision Approval –**

Name: Adolphe B LLC  
Address: 670 Hwy. 317 & 8305 Hwy. 90 W. Frontage Rd., Centerville, LA

Parcel Id# Sec. 37/8 T15S R10E;  
*Parcel Id# 2474541002.00-32.66 ac tract por of 102.69 ac tract BD Rd - Town - Rd - Darragh Acq. 266 315044 and*  
*Parcel Id# 2474541014.00-13.50 ac tract por of 102.69 ac tract BD Rd - Town - Rd - Darragh Acq. 266 315044.*

Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on a plat titled "Plan of Land Showing a Portion of Property of Adolphe B LLC as per COB 266, Entry No. 315,044 to be Subdivided into Tracts "ABCDEFGLA" & LGHIJKL" situated in Sections 8 & 37, T15S-R10E Southwestern Land District, St. Mary Parish, Louisiana; as prepared by Miller Engineers & Associates, Inc.; DWG No. 14322 dated December 3, 2018" Provided the Fire Hydrant issue is resolved.

**c. Recommend Rezoning –**

Name: St. Mary Holdings, LLC  
Address: 400 Lake Palourde Bypass Rd., Amelia, LA

Parcel Id# Sec. 44 T16S R13E;  
-Parcel Id# 3494221036.00-Lot 7 being 1.79 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221035.00-Lot 8 being 1.83 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221034.00-Lot 9 being 1.79 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel ID# 3494221033.00-Lot 10 being 1.79 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221032.00-Lot 11 being 1.81 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221031.00-Lot 12 being 1.81 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221030.00-Lot 13 being 1.82 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221029.00-Lot 14 being 1.85 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200, and  
-Parcel Id# 3494221028.00-Lot 15 being 1.87 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200.

PURPOSE: to rezone from General Commercial (GC) Zoned District to Existing Neighborhood (EN3) Zoned District.

Mr. Voisin moved Preliminary & Final Subdivision Approval be granted for:

Name: George Simpson  
Address: 9019 Hwy. 182, Franklin, LA (Centerville)

Parcel Id# Sec. 6/37 T15S R10E;  
-Parcel Id# 2504561130.00-8.80 Ac por Tract "ABCDEFGHHA" per Plat 39G 253962 containing 9.60 Ac situated in Sec. 6 T15S R10E Acq. 234 310678 &

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Zoned: Existing Neighborhood (EN2) Zoned District

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Pending Board of Adjustments Approval on January 7, 2019.

Mr. Hebert seconded the motion, which carried.

Mr. Voisin Recommend Final Subdivision Approval be granted for:

Name: Adolphe B LLC  
Address: 670 Hwy. 317 & 8305 Hwy. 90 W. Frontage Rd., Centerville, LA

Parcel Id# Sec. 37/8 T15S R10E;  
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Zoned: Agricultural (AG) Zoned District

PURPOSE: as shown on a plat titled "Plan of Land Showing a Portion of Property of Adolphe B LLC as per COB 266, Entry No. 315,044 to be Subdivided into Tracts "ABCDEFGLA" & LGHIJKL" situated in Sections 8 & 37, T15S-R10E Southwestern Land District, St. Mary Parish, Louisiana; as prepared by Miller Engineers & Associates, Inc.; DWG No. 14322 dated December 3, 2018"  
Provided the Fire Hydrant issue is resolved.

Mr. Hebert seconded the motion, which carried.

Mr. Voisin Recommend Rezoning for:

Name: St. Mary Holdings, LLC  
Address: 400 Lake Palourde Bypass Rd., Amelia, LA

Parcel Id# Sec. 44 T16S R13E;  
-Parcel Id# 3494221036.00-Lot 7 being 1.79 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHGIJKLMNOPQRSTUVWXYZ AABBBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221035.00-Lot 8 being 1.83 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHGIJKLMNOPQRSTUVWXYZ AABBBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221034.00-Lot 9 being 1.79 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHGIJKLMNOPQRSTUVWXYZ AABBBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel ID# 3494221033.00-Lot 10 being 1.79 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHGIJKLMNOPQRSTUVWXYZ AABBBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221032.00-Lot 11 being 1.81 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract

"ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
-Parcel Id# 3494221031.00-Lot 12 being 1.81 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABBCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,  
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PURPOSE: to rezone from General Commercial (GC) Zoned District to Existing Neighborhood (EN3) Zoned District.

Mr. Hebert seconded the motion, which carried.

Mr. Hebert moved that the Public Hearing Report, December 19, 2018 be approved. Mr. Voisin seconded the motion, which carried.

Mr. Voisin introduced the following ordinance:

#### **ORDINANCE NO.**

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

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

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

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

**SECTION I** - That certain tract of land described in Exhibit "A" is hereby rezoned from the current zoning of General Commercial (GC) Zoned District to Existing Neighborhood (EN3) 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 9<sup>th</sup> day of January 2019; having been published in accordance with law.

Name: St. Mary Holdings, LLC  
Address: 400 Lake Palourde Bypass Rd., Amelia, LA

**Parcel Id# Sec. 44 T16S R13E;**

- Parcel Id# 3494221036.00-Lot 7 being 1.79 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200,
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- Parcel Id# 3494221028.00-Lot 15 being 1.87 Ac. por Tract Q situated in Sec. 44 T16S R13E included in 215.21 Ac. Tract "ABCDEFGHJKLMNOPQRSTUVWXYZ AABCCDDEEFFGGHHA" per Map 34X 236649 Acq. 143 298200.

**PURPOSE: to rezone from General Commercial (GC) Zoned District to Existing Neighborhood (EN3) Zoned District.**

Rev. Mathews stated that the proposed ordinance to amend Ordinance No. 2160 adopted November 14, 2018 providing for the renaming of a portion of Joseph Tooney Davis Drive does not resolve the issue and further stated that residents have expressed concerns and options have been suggested to bring honor and respect to Mr. Davis.

Mr. Naquin stated that several residents were not informed of a recent meeting regarding the renaming of Joseph Tooney Davis Drive. He also stated that if this ordinance is approved, he intends to place an ordinance to rename the portion of Joseph Tooney Davis Drive back to Cypremort Road.

Rev. Mathews stated that he was not in charge of the meeting.

In response to Mr. Ina's inquiry, Mr. Hanagriff stated that the Council will incur the cost involved in renaming Joseph Tooney Davis Drive to Cypremort Road once the ordinance is re-introduced and approved.

Mr. Hanagriff explained that the individual or group requesting to rename a road will be responsible for all cost associated with road name change, if approved, including sign change, administrative changes in the Emergency 911 system, including mapping, etc.

After lengthy discussion, Mr. Naquin moved that the following Ordinance be adopted. Mr. Hebert seconded the motion, which carried by the following 8-2-0-1 Roll Call vote:

YEAS: Messrs. Rogers, Hidalgo, Singleton, Hebert, Fryou, Naquin, Beadle, and Voisin

NAYS: Rev. Mathews and Mr. Ina

ABSTAIN: None

ABSENT: Mr. Bennett

**ORDINANCE NO. 2175**

**AN ORDINANCE AMENDING ORDINANCE 2160 ADOPTED NOVEMBER 19, 2018  
PROVIDING FOR THE RENAMING OF A PORTION OF  
JOSEPH TOONEY DAVIS DRIVE**

**WHEREAS**, by enacting Ordinance 2160 on November 14, 2018 the St. Mary Parish Council renamed Cypremort Road from its intersection with LA Hwy. 318 to its intersection with LA Hwy 83 to “Joseph Tooney Davis Drive”.

**WHEREAS**, the St. Mary Parish Council believes it appropriate to amend that Ordinance to rename that portion of what is now “Joseph Tooney Davis Drive” from its intersection with Big Four Corners Road to its intersection with LA Hwy. 83 back to Cypremort Road.

**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 amend Ordinance 2160 adopted on November 14, 2018 to add Section 1.1 to read as follows:

Section 1.1 “Joseph Tooney Davis Drive” from its intersection with Big Four Corners Road to its intersection with LA Hwy. 83 shall be renamed back to Cypremort Road.

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 12<sup>th</sup> day of December 2018; having been published in accordance with law; and having been heard in a public hearing at Franklin, Louisiana on the 9<sup>th</sup> day of January 2018; was adopted.

**APPROVED:**

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**GABRIEL BEADLE, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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

This ordinance was submitted to the President of St. Mary Parish on this the 11<sup>th</sup> day of January 2019, at the hour of 8:00 a.m.

**APPROVED:**

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

This ordinance was returned to the Clerk of the Council on this the 11<sup>th</sup> day of January 2019, at the hour of 8:29 a.m.

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

YEAS: Messrs. Ina, Rogers, Hidalgo, Singleton, Hebert, Fryou, Naquin, Beadle, and Voisin

NAYS: None

ABSTAIN: None

ABSENT: Mr. Bennett and Rev. Mathews

**ORDINANCE NO. 2176**

An Ordinance authorizing the Parish of St. Mary to enter into a Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc. relative to the lease of five vehicles.

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

**SECTION I.** That the Parish of St. Mary enter into a Master Equity Lease Agreement and Maintenance Agreement with Enterprise Fleet Management, Inc. relative to lease of five vehicles all in accordance with the basic terms and conditions contained in Exhibit "A" and Exhibit "B", attached hereto.

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

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

**SECTION IV.** This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 19<sup>th</sup> day of December, 2018; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 9<sup>th</sup> day of January 2019; was adopted.

**APPROVED:**

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**GABRIEL BEADLE, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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

This ordinance was submitted to the President of St. Mary Parish on this the 11<sup>th</sup> day of January 2019, at the hour of 8:00 a.m.

**APPROVED:**

---

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

This ordinance was returned to the Clerk of the Council on this the 11<sup>th</sup> day of January 2019, at the hour of 8:29 a.m.



#### MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

**1. LEASE OF VEHICLES:** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

**2. TERM:** The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

**3. RENT AND OTHER CHARGES:**

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

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(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

**4. USE AND SURRENDER OF VEHICLES:** Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

**5. COSTS, EXPENSES, FEES AND CHARGES:** Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

**6. LICENSE AND CHARGES:** Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

**7. REGISTRATION PLATES, ETC.:** Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

**8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:**

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

**9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:**

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

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(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

**10. RISK OF LOSS:** Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

**11. INSURANCE:**

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

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Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

**12. INDEMNITY:** To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

**13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS:** Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

**14. DEFAULT; REMEDIES:** The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

**15. ASSIGNMENTS:** Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

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at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

**16. MISCELLANEOUS:** This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

**17. SUCCESSORS AND ASSIGNS; GOVERNING LAW:** Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

**18. NON-PETITION:** Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

**19. NON-APPROPRIATION:** Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_



SELF-INSURANCE ADDENDUM TO MASTER EQUITY LEASE AGREEMENT  
(Physical Damage Only)

This Addendum is made to the Master Equity Lease Agreement dated \_\_\_\_ day of \_\_\_\_\_, as amended (the "Agreement"), by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name is set forth on the signature line below ("Lessee").

This Addendum is attached to and made a part of the Agreement (including each Schedule to the Agreement). All capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to them in the Agreement.

Notwithstanding the provisions of Section 11 of the Agreement, Lessee shall be permitted to assume and self-insure the risks covered by the Physical Damage insurance policy set forth in Section 11 of the Agreement and shall not be required to purchase or maintain any Physical Damage insurance policy of any kind with respect to any Vehicle; provided, however, that if any Federal, state, local or other law, statute, rule, regulation or ordinance requires Lessee to maintain any amount of Physical Damage insurance with respect to any Vehicle, Lessee shall purchase and maintain such amount of Physical Damage insurance in the form of a Physical Damage insurance policy which complies in all respects, other than the amount of Physical Damage insurance required, with Section 11 of the Agreement.

Notwithstanding the foregoing, if (1) Lessor, at any time in its good faith judgment, is not satisfied with the condition, prospects or performances, financial or otherwise, of Lessee or (2) any default or event of default occurs under the Agreement, then Lessor may, at its option, revoke this Addendum and terminate Lessee's right to self-insure by providing Lessee with at least thirty (30) days prior written notice thereof. Upon the termination of Lessee's right to self-insure, Lessee shall comply in all respects with Section 11 of the Agreement.

Except as amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect. In the event of any conflict between this Addendum and the Agreement or any of the Schedules, the terms and provisions of this Addendum will govern and control.

LESSEE: \_\_\_\_\_  
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_

LESSOR: Enterprise FM Trust  
By: Enterprise Fleet Management, Inc. its attorney in fact  
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date Signed: \_\_\_\_\_



**MAINTENANCE AGREEMENT**

This Maintenance Agreement (this "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and \_\_\_\_\_ ("Lessee").

WITNESSETH

**1. LEASE.** Reference is hereby made to that certain Master Lease Agreement dated as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

**2. COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicle includes a charge for maintenance (the "Covered Vehicle(s)").

**3. TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

**4. VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

**5. ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

**6. PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overmileage maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

**7. NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

**8. LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

**9. NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

**10. MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: \_\_\_\_\_

EFM: Enterprise Fleet Management, Inc.

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Initials: EFM \_\_\_\_\_ Customer \_\_\_\_\_

In response to Mr. Ina's inquiry, Mr. LaGrange stated that this will replace five (5) vehicles for the road department.

Mr. Naquin moved that the Ordinance providing for the requirements relative to the renaming of parish roadways be adopted. Mr. Voisin seconded the motion.

Mr. Hebert suggested sending certified letters to residents affected of a street name change and that all cost would be the responsibility of the person requesting the change.

After further discussion, Mr. Naquin rescinded his motion. Mr. Voisin rescinded his second.

Mr. Naquin moved that Item 14C, "An Ordinance providing for the requirements relative to the renaming of parish roadways be adopted" be tabled to January 23, 2019 Council meeting.

Mr. Ina moved that the agenda be expanded to discuss creating a resolution to request that Recreation District No. 5 Board of Commissioners recommend renaming West St. Mary Civic Center in Honor of Joseph Tooney Davis, Jr. Mr. Singleton seconded the motion, which carried.

Mr. Ina 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: Messrs. Rogers, Hidalgo, Singleton, Hebert, Fryou, Naquin, Beadle, Voisin, Rev. Mathews, and Mr. Ina

NAYS: None

ABSTAIN: None

ABSENT: Mr. Bennett

## **RESOLUTION**

**WHEREAS**, former St. Mary Parish Councilman Joseph M. "Tooney" Davis, Jr. served as a member of the St. Mary Parish Police Jury and the St. Mary Parish Council for a combined period of approximately 34 years beginning in 1967; and

**WHEREAS**, Mr. Davis passed away on Friday, September 19, 2008 of natural causes; and

**WHEREAS**, Mr. Davis was dedicated to a life of public service, education, and economic development as he spent the majority of his adult life as an entrepreneur, Police Juror/Parish Council Member, and School Board Member seeking the best interest of the citizens of St. Mary Parish; and

**WHEREAS**, Mr. Davis served his community for over 30 years as an elected public official in his role as a member of the St. Mary Parish Police Jury, Parish Council, and St. Mary Parish School Board; and

**WHEREAS**, Mr. Davis was a strong, fearless leader, and determined Council Member who led St. Mary Parish in its growth and public infrastructure advancements, specifically in the rural unincorporated communities of District 1, including water and sewer improvements, public access roadways, street lighting, numerous parks and recreation, and construction of the West St. Mary Civic Center all under his leadership, ranging from the time of the St. Mary Parish Police Jury to the formation of the Home Rule Charter form of government established in 1984 and subsequent years; and

**WHEREAS**, Mr. Davis was highly respected and admired for his passion and fortitude to always do what he felt was best for the good of the citizens of St. Mary Parish, including leading the early fight to impress upon the Louisiana Legislature to fund a full interchange at LA Hwy 318 and U.S. Hwy 90, later resulting in the construction of a full interchange at Four Corners.

**NOW, THEREFORE, BE IT RESOLVED**, that the St. Mary Parish Council does hereby request that Recreation District No. 5 Board of Commissioners rename the West St. Mary Civic Center in Honor of Joseph Tooney Davis, Jr.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of January 2019.

**APPROVED:**

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**GABRIEL BEADLE, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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

Mr. Singleton moved that the following Resolutions be adopted. Mr. Rogers seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Mr. Bennett

**RESOLUTION OF ACCEPTANCE**

Resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Billy's Structures, LLC.

**WHEREAS**, Billy's Structures, LLC, 204 Hwy. 90, Patterson, Louisiana 70392 has substantially completed the construction of a batting cage at Kemper Williams Park.

**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 construction of a batting cage at Kemper Williams Park.

**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 9<sup>th</sup> day of January 2019.

**APPROVED:**

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**GABRIEL BEADLE, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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

**RESOLUTION**

**PROCÈS VERBAL AND PROCLAMATION OF THE CANVASS OF  
THE VOTES CAST AT THE SPECIAL ELECTION HELD IN THE  
PARISH OF ST. MARY, STATE OF LOUISIANA, ON SATURDAY,  
DECEMBER 8, 2018.**

**BE IT KNOWN AND REMEMBERED** that on Wednesday, January 9, 2019, at six o'clock (6:00) p.m., at its regular meeting place, the Parish Council Meeting Room, 500 Main Street, Franklin, Louisiana, the Parish Council of the Parish of St. Mary, State of Louisiana (the "Governing Authority"), acting as the governing authority of the Parish of St. Mary, State of Louisiana (the "Parish"), and being the authority ordering the special election held therein on Saturday, December 8, 2018, with a quorum being present, did examine the official certified tabulations of votes cast at the said election, and did examine and canvass the returns of said election, there having been submitted at said election the following proposition to wit:

**CHARTER AMENDMENT PROPOSITION**

Shall Section 2-05 (A) of the Home Rule Charter for St. Mary Parish, entitled "Compensation." be amended to read as follows:

(A) The salary of council members shall be \$800 per month, except that council members elected by all voters in the parish shall receive \$1200 per month. The salary of council members may be increased by ordinance adopted by a council elected under the provisions of this charter. No ordinance changing the salary of a council member shall be adopted during the last year of a term and no such ordinance shall become effective during the term of the council adopting the ordinance?

The canvass of the results of the election showed that there was a total of **2,338** votes cast **IN FAVOR OF** the Proposition and a total of **6,998** votes cast **AGAINST** the Proposition, as hereinabove set forth, and it was further found and determined that there was a majority of **4,660** votes cast **AGAINST** the Proposition as hereinabove set forth.

Therefore, the Governing Authority did declare and proclaim and does hereby declare and proclaim in open and public session that the Proposition as hereinabove set forth was duly **DEFEATED** by a majority of the votes cast by the qualified electors voting at the said special election.

Results by precinct are available from the Clerk of this Governing Authority during regular business hours or via the Louisiana Secretary of State's website ([voterportal.sos.la.gov](http://voterportal.sos.la.gov)).

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of January 2019.

**APPROVED:**

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**GABRIEL BEADLE, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

---

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

**RESOLUTION OF ACCEPTANCE**

A resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Second Certificate of Partial Substantial Completion from Bulliard Construction relative to Interior Renovations at the St. Mary Parish Courthouse.

**WHEREAS**, Bulliard Construction, P.O. Box 216, St. Martinville, Louisiana 70582, has partially substantially completed Interior Renovations at the St. Mary Parish Courthouse.

**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 Second Certificate of Partial Substantial Completion for and on behalf of the Parish of St. Mary accepting Interior Renovations at the St. Mary Parish Courthouse.

**BE IT FURTHER RESOLVED**, that he be authorized and directed to have a copy of said Second Certificate of Partial 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 9<sup>th</sup> day of January 2019.

**APPROVED:**

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**GABRIEL BEADLE, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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

**RESOLUTION**

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

**WHEREAS**, a certain contract has been entered into between the St. Mary Parish Council and Gray Construction Corp., 447 Hwy 182E, Morgan City, Louisiana 70380, relative to Roadway Improvements to River Road Drainage Project, and

**WHEREAS**, the items as shown on Change Order No. 1 will result in an increase of \$3,935.77 in the contract price.

**NOW, THEREFORE BE IT RESOLVED**, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 1 covering an increase of \$3,935.77 in the contract price for the Roadway Improvements to River 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 9<sup>th</sup> day of January 2019.

**APPROVED:**

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**GABRIEL BEADLE, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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**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 Gray Construction Corp. relative to Roadway Improvements to River Road Project.

**WHEREAS**, Gray Construction Corp., 447 Hwy 182E, Morgan City, Louisiana 70380, has substantially completed Roadway Improvements to River Road 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 Roadway Improvements to River Road Project.

**BE IT FURTHER RESOLVED**, that he be authorized and directed to have a copy of said Second Certificate of Partial 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 9<sup>th</sup> day of January 2019.

**APPROVED:**

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**GABRIEL BEADLE, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

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

**OLD BUSINESS:**

- A. Referred from the December 19, 2018 Regular Meeting - Appointment to the following Boards and Commissions:

**Recreation District No. 1 (Amelia) – 1 Vacancy**

Leander Gaudet – Present Member

Mr. Fryou moved to reappoint Leander Gaudet to Recreation District No. 1. Mr. Voisin seconded the motion, which carried.

- B. Joyce Metoyer, Program Administrator Enterprise Zone Program has forwarded a copy of her letter written to Mr. James Leonard, Advantous Consulting, LLC relative to Enterprise Zone Contract #20120015 for Twin Brothers Marine, LLC has been terminated effective September 26, 2014.

Once an Enterprise Zone Contract is terminated, it cannot be reactivated. There is no penalty for Contract Termination.

**NEW BUSINESS:**

- A. We received the following financial statements:

Claire House – Year Ended June 30, 2018  
Fairview Treatment Center – Year Ended June 30, 2018  
St. Mary Parish Clerk of Court – Year Ended June 30, 2018  
Hospital Service District No. 3 – Year Ended June 30, 2018

- B. Discussion and action relative to the February 13, 2019 Regular meeting date.

Mr. Voisin moved that the February 13, 2019 First Regular meeting be held on February 12, 2019 respectively. Mr. Hebert seconded the motion, which carried

- C. Rev. Mathews to request an allocation of \$1,000 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund to Recreation District No. 5 relative to recreation activities for the “Community Programs”.

Rev. Mathews moved that funds in the amount of \$1,000 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund be allocated to Recreation District No. 5 relative to recreation activities for the “Community Programs”. Mr. Ina seconded the motion, which carried.

Mr. Beadle suggested inviting the chairman of Wax Lake East Drainage District to appear before the Council meeting to discuss drainage issues within Hedgerow Subdivision.

Mr. Rogers stated that concerned citizens should attend the Wax Lake East Drainage District’s board meetings to voice their concerns.

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