

MINUTES OF A REGULAR MEETING OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF ST. MARTINVILLE, LOUISIANA
HELD ON THE 6th DAY OF SEPTEMBER, 2022.

The Mayor and City Council of the City of St. Martinville, Louisiana met in Regular Session on the 6th day of September 2022 at City Hall, their regular meeting place, pursuant to the call of the Mayor.

THERE were present: Jason Willis, Mayor

Mike Fuselier, Councilman

Carol Frederick, Councilman

Jonas Fontenette, Councilman

Janise Anthony, Councilman

Flo Chatman, Councilman

Allan L. Durand, City Attorney

THERE were absent: None

Mayor Jason Willis presiding, called the meeting to order.

It was moved by Janise Anthony duly seconded by Carol Frederick and unanimously carried that the minutes of the regular meeting held August 15, 2022, hereby be approved with the correction of the name of spokesperson for 130 St. Bernard be amended from Kathy Brown to Katy Mitchell for publication in the Teche News, the Official Journal of the City of St. Martinville.

Upon motion of Mike Fuselier duly seconded by Jonas Fontenette and unanimously carried that the bills to be paid by the City Finance Committee hereby be approved for payment.

Mayor and Council presented Mr. Roland Babin an Outstanding Citizen Award in recognition of his retirement from Department of Transportation with 67 years of service.

Zack Privat of Acadian Ambulance presented information regarding the many services offered to the community.

It was moved by Mike Fuselier duly seconded by Carol Frederick and unanimously carried that a vehicle allowance for Mayor Willis be discussed.

RESOLUTION

A Resolution by the City Council of the City of St. Martinville Authorizing a Vehicle Allowance for the Mayor

WHEREAS, the City of St. Martinville has an obligation to provide for the cost of transportation for the Mayor in the performance of his duties, and

WHEREAS Mayor Willis is willing to use his own vehicle if he is provided with an adequate vehicle allowance,

THEREFORE, be it resolved that Mayor Willis shall be granted a vehicle allowance of \$900 per month beginning with the month of September 2022, and he shall also be reimbursed for mileage at the rate normally paid by the City for all trips on City business which require him to drive outside of the Acadiana area. He shall provide insurance with 100k/300k liability coverage for the vehicle.

The foregoing Resolution was offered by Flo Chatman, duly seconded by Mike Fuselier, and upon being submitted to a vote, the vote was:

Yeas: M. Fuselier, C. Frederick, J. Fontenette, J. Anthony, and F. Chatman

Nays: None

Absent or abstained: None

The Resolution above was thereon declared adopted on the 6th day of September 2022.

Mayor

CERTIFICATION

I HEREBY CERTIFY that this is a true and fully correct copy of a Resolution passed and adopted by the St. Martinville City Council on the date shown above.

Lorrie M. Poirier, City Clerk

Judge Garrett discussed the importance of the 3rd Circuit Court of Appeals seat and announced her candidacy for said seat.

Mark Fontenot of Hub International presented information regarding employee benefit services offered by the company.

Following presentation of apprentice program by Mindy Credeur of La Rural Water Association, it was moved by Mike Fuselier duly seconded by Carol Frederick and unanimously carried that the apprenticeship program be adopted.

ORDINANCE 22-11

*An Ordinance by the City Council of the City of St. Martinville to Extend Lease
of a Portion of the JB Talley Building owned by the City*

WHEREAS the City of St. Martinville owns the old JB Talley building at the corner of Madison and New Market Streets, and

WHEREAS Alcee John Durand, Jr. has leased the enclosed portion of the building for \$250 per month since August 1, 2021, and desires to extend the lease, and

WHEREAS the City of St. Martinville has no present or anticipated use for the property to be leased, and the lease extension would be in support of one of the largest employers in the City,

THEREFORE, be it ordained that the following Miscellaneous Ordinance is adopted:

“Approval of Extension of lease of public property.” The Mayor of the City of St. Martinville is hereby authorized to execute an act extending for one year the existing lease of the following property at a monthly rental of \$250 per month, with all other conditions to remain in force:

The enclosed portion of the JB Talley mechanic’s shop in the building located at the corner of Madison and New Market Streets.

BE IT FURTHER RESOLVED that Mayor Jason Willis is authorized to sign any and all documents necessary to affect the purposes of this resolution.

The foregoing Ordinance was offered by Mike Fuselier, duly seconded by Flo Chatman, and upon being submitted to a vote, the vote was :

Yeas: M.Fuselier, C.Formeller, J.Fontenette, J.Anthony, and F.Chatman

Nays: None

Absent: None

The Ordinance was thereon declared adopted on the 6th day of September 2022.

JASON WILLIS, Mayor

ORDINANCE 22-10

*An Ordinance by the City Council of the City of St. Martinville
amending the prior Ordinance regulating the closing time of bars*

WHEREAS the City of St. Martinville desires to amend its prior ordinance on the closing time of bars to add Martin Luther King Day, Memorial Day and Labor Day to the list of days which are exempt from the midnight closing rules, and to shorten the closing time,

THEREFORE, be it ordained that Section 3-41 of the Code of Ordinances for the City of St. Martinville be and the same is hereby amended to add a subsection "5" as follows:

(5) Retail establishments may sell alcohol and remain open until 2:00 a.m. on the mornings of Martin Luther King Day, Memorial Day and Labor Day.

The foregoing Ordinance was offered by Flo Chatman, duly seconded by Janise Anthony, and upon being submitted to a vote, the vote was :

Yeas: M. Fuselier, C. Frederick, J. Fontenette, J. Anthony and F. Chatman

Nays: None

Absent: None

The Ordinance was thereon declared adopted on the 6th day of September 2022.

JASON WILLIS, Mayor

Due to loss of facility by recent fire, it was moved by Mike Fuselier duly seconded by Janise Anthony and unanimously carried that permission be granted for Ms. Franchel Anthony of Evolution Dance Academy to use the Sterling Alexander Center for 6 days in the month of September (Mondays & Wednesdays from 5:00pm – 7:00pm) to hold dance classes for a fee of \$300.00.

It was moved by Mike Fuselier duly seconded by Jonas Fontenette and unanimously carried that the low bid to demolish structure owned by Mr .Alder Boudreaux & Elise Blanchard located at 503 Porter Street be awarded to Ticket Services, LLC in the amount of \$5,000.00 contingent upon proper insurance and documentation is received. Should proper documentation not be presented in a timely manner, the bid shall be awarded to the second lowest bidder D.A. Fuselier Contractors, Inc in the amount of \$5,490.00. Planning & Zoning Administrator Danielle Fontenette was advised to send a letter to the property owners informing of latest date to remove dilapidated structure prior to incurring any cost.

Councilman Fuselier exited the meeting.

It was moved by Jonas Fontenette duly seconded by Janise Anthony and unanimously carried that bids be obtained to remove the dilapidated shed owned by Raymond Mitchell located at 202 Honore Street.

Councilman Fuselier re-entered the meeting.

It was moved by Mike Fuselier duly seconded by Carol Frederick and unanimously carried that Mayor Willis be authorized to execute Expedited Housing Assistance Waiver of Land Use Form to allow for temporary housing and shelter following a national declared disaster.

The following resolution was introduced by Flo Chatman and duly seconded by Janise Anthony and unanimously adopted:

RESOLUTION

WHEREAS, the City of St. Martinville has submitted grant applications to several programs including LGAP, CWEF, LCDBG and FPC for the 20-22 funding cycles; and

WHEREAS, the City of St. Martinville has had a change in administration during the 2022 election: and

WHEREAS Mr. Jason Willis now serves as Mayor of St. Martinville.;

NOW, THEREFORE, BE IT RESOLVED that the City of St. Martinville, in regular session convened this 6th day of September 2022, does hereby grant authority to Mayor Willis to sign all RFP and contracts relating to such grants to insure the continuation of all projects

This Resolution having been submitted to a vote, thereon was as follows:

YEAS: M. Fuselier, C. Frederick, J. Fontenette, J. Anthony, F.Chatman

NO: None

ABSTAIN: None

ABSENT: None

And the Resolution was declared adopted this 6th day of September 2022.

Jason Willis, Mayor
City of St. Martinville

Upon recommendation of Mayor Willis, it was moved by Jonas Fontenette duly seconded by Flo Chatman and unanimously carried that the employment status of Raphael Hebert be changed to Service Call Specialist/Warehouse Manager with a pay rate of 112 (\$19.66/hr).

It was moved by Mike Fuselier duly seconded by Carol Frederick an unanimously carried that Dale Theriot be hired as a part-time Support Clerk to work in various departments within City Hall with a pay grade of 105 (\$11.23/hr)

It was moved by Carol Frederick duly seconded by Jonas Fontenette an unanimously carried that Evelyn Cole be hired as a part-time Recreation Event Worker on an as needed basis with a pay grade of 101 (\$8.00/hr)

It was moved by Mike Fuselier duly seconded by Janise Anthony an unanimously carried that Douglas Ambroise be hired as a part-time Recreation Laborer with a pay grade of 101 (\$8.00/hr)

It was moved by Mike Fuselier duly seconded by Carol Frederick and unanimously carried that pay rate for police officers working Lace Program be established at \$40.00/hr. Fees collected from citations issued will fund the officers pay.

It was moved by Mike Fuselier duly seconded by Jonas Fontenette that the following rental agreement for city facilities be adopted as presented with the additional decorating fee being amended to \$10.00/hour.

Mr. Fuselier's motion being submitted to a vote, the vote thereon was:

Yeas: M. Fuselier, C. Frederick, J. Fontenette

Nays: F. Chatman

Abstain: J. Anthony

PARK RENTAL

Requested Building: Please Circle Your Choice

Magnolia Recreation Center
1805 N Main St.
121 Capacity

Sterling Alexander Center
800 Isadore Drive
282 Capacity

Rental Date _____ Function Start Time _____

End Time _____

Name: _____

Address: _____

Name of Group or Organization: _____

City: _____ State: _____ Zip Code: _____

The address above will be used for Security Deposit refund. All Refunds are mailed. It is the renter's responsibility to notify the City in Writing of any change of address.

Contact Number: _____ Alternate Number: _____

Type of Event

Wedding / Reception _____ Baby Shower _____ Graduation Dinner _____ Funeral Repast _____

Teen Dance _____ Bridal Shower _____ Crawfish Boil _____ Meeting _____

Private Party _____ Banquet _____ Class Reunion _____ Bible Study _____

Family Reunion _____ Other type of event _____

No Smoking or Vaping in Building! No Staples, nails, or tape anywhere! No hanging decoration from ceiling! No Cooking! Warm Kitchen Only!

ALCOHOL BEING SERVED: _____ YES _____ NO

If YES, then security must be obtained at a rate of \$30 dollars per hour.

Will event be open to the public: _____ YES _____ NO

Will admission be charged: _____ YES _____ NO

The use of inflatable waterslide or any activities that consist of the use of water on City Property is prohibited.

The use of inflatable jumps that do not require water is allowed in designated areas following prior approval by City administration according to guidelines.

Rates and Terms

Security Deposit: \$150.00

All renters are required to pay a security deposit in order to hold a date. Initial _____
Due and Payable at the time of reservation

Refund will be returned within 30 days of rental date. The cost of any damages and / or violation of the following terms will be deducted from the security deposit. Please allow time to process. Initial _____

Rental Fee: 100.00 per hour

Due in full no later than one month before the scheduled function Initial _____

- ☐ NON-PROFITS ONLY
☐ REPAST

Security Deposit: \$150.00

All renters are required to pay a security deposit in order to hold a date. Initial _____

Due and Payable at the time of reservation

Refund will be returned within 30 days of rental date. The cost of any damages and / or violation of the following terms will be deducted from the security deposit. Please allow time to process.

Initial _____

Rental Fee: 100.00 FLAT FEE for up to 6 hours (Must have Proof for Non-Profit)

Due in full no later than one month before the scheduled function for **Non-profit**

Due at time of scheduling for **REPAST**

Initial _____

CANCELATION POLICY

Renter must request cancellation in writing 30 days prior to the event for full refund of Security Deposit and Renter fees.

If cancellation is not made within 30 days of event deposit will be forfeited, Security Deposit will be forfeited but Rental fees will be refunded.

Terms

1. **Building will be open for decorating prior to event. Renter will be allowed 1 hour decorating time for each hour rented.** Extra decorating hours may be purchased after 4am on the same day of event at 10 dollars per hour. Day before event decorating is Prohibited. Decorating time must run consecutive to event. If renter is not on time for the opening of the building, extra time will not be allowed. The City of St. Martinville or it's personnel is not responsible for any personal or valuable possessions left unattended.

Initial _____

2. No staples, nails, tape, glue guns, or use of any instruments that will puncture or damage wall, woodwork or ceiling tile are allowed. No decorations are allowed to hang from the ceiling. All decorations shall be free standing and not attached to the walls or ceiling. All decorations shall be free standing and not attached to the walls or ceiling. Double sided tape is not allowed. **Renter will pay \$150.00 minimum damage fee for the use of staples, nails, tape or any damages that renter has caused during decorating.** Damages due to the use of building will determine renter's ability for future use of building.

Initial _____

Renter will be taken on a Walk Through of the Facility upon arrival and after rental even ends.

Initial _____

3. The city maintains an inventory of tables and chairs for use by the renter. Renters must rent any additional tables and chairs needed to accommodate the event. ALL City Property must Not be removed from the premises. Tables and chairs belonging to the City will not be used outside. If your event requires table and chairs to be used outside, you must provide your own.

Initial _____

_____ # of Chairs requested

_____ # of round tables requested

_____ # of rectangle tables requested

4. Stoves in all buildings are for warming only. No cooking of food is allowed. DO NOT DISPOSE ANY COOKING OIL OR GREASY FOODS IN SINK. Kitchens must be left clean after each use. Trash cans must be emptied, stove and all appliances must be cleaned. It shall be the responsibility of the renter to clen up the kitchen and return it to the condition it was prior to the event. A broom, mop and bucket will be provided. **Deposit fee will be forfeited if kitchen is left unclean.**

Initial _____

5. No smoking/vaping is allowed in building. No confetti is allowed in building. No sparklers are allowed. No fireworks or smoke shows are allowed. No weapons or guns are allowed on City property. **Violators will be escorted off the premises. Security deposit will be forfeited if this term is violated.**

Initial _____

6. ALCOHOL: All alcohol laws apply to city property. In accordance with the law, if Alcohol is sold, a special events permit must be obtained. Copy of said permit and insurance must be provided 1month prior to the event. If anyone under the legal age is observed drinking, the City reserved the right to close down the building and evacuate guests. Security deposit will be forfeited if this term is violated.

Security must be obtained from city Police at Renters expense of \$30 per hour when alcohol is sold.

Initial _____

7. EVENT TIME: **ALL EVENTS at City Buildings shall end by 12 am in Magnolia Park and 2am in Adam Carlson Park. State Laws and City Ordinances supersedes this contract.**

Initial _____

8. Security is required for ALL events where alcohol is served. Proof of security must be provided prior to the event.

Initial _____

9. CLEAN UP: Renter is allowed one hour to clean up following event. Building must be returned to its original state. This included removal of all decorations, food and disposal of garbage. The removal of all items relating to this event is the responsibility of renter. Renter is NOT required to pick up tables and chairs. Renter is responsible for Kitchen clean up and removal of all food.

Initial _____

10. BUILDING KEY: No keys will be given out to renter.

Initial _____

11. DAMAGES: Renter shall hold the City of St. Martinville harmless against liability resulting from the use of the building for any event, and agrees to hold the City of St. Martinville harmless against liability, loss or injury due to any persons attending any event, or otherwise injured on the property during the event. Renter will be responsible for any damages incurred for their event. The cost of the damage(s) will be deducted from the renter's deposit. If the deposit does not satisfy the cost of the damage(s) then the renter will be responsible for the balance.

Initial _____

12. City employees will ONLY take instructions from the Renter and/or person(s) who signed the contract during an event. There will be NO EXCEPTIONS.

Initial _____

13. The City is not responsible for anything left in the building at any time.

Initial _____

DAMAGES

ANY DAMAGES TO PROPERTY IS THE RESPONSIBILITIES OF THE PERSON SIGNING THE CONTRACT (EX. DAMAGE TO TABLES, CHAIRS, CURTAINS AND KITCHEN EQUIPMENT, ETC.)

Initial _____

I have read and understand this document and agree to comply with the terms and rate set forth in the contract executed this _____ day of _____ 2021.

If this Lease is signed on behalf of an Organization, the undersigned warrants and represents that they have full authority to sign this lease on behalf of Organization.

Initial _____

Renter

Date

City of St. Martinville Representative

Date

ADDENDUM TO

LEASE AND INDEMNITY AGREEMENT

The City of St. Martinville, Louisiana, hereinafter referred to as “Lessor” and

_____ hereinafter referred to as “Lessee”, witnesseth:

Lessor has entered into the attached Lease and Indemnity Agreement with Lessee for the temporary use of Property owned by the City of St. Martinville.

As an additional condition to this Lease agreement, without which this Lease would not have been granted, the Lessee does hereby agree to abide by all requirements and restrictions of any Orders by the State of Louisiana, or by St. Martin Parish, governing public or private gathering as a result of the Covid-19/ Coronavirus pandemic, and further agrees to hold the City of St. Martinville harmless from the results of any violations of such orders by Lessee or Lessee’s invitees.

If Lessee is not an individual, the undersigned warrants that he/she has full authority to sign this agreement on behalf of the Lessee organization.

Lessee

Number of Hours Purchased _____ \$Amount _____
(at \$100.00 Per hour)

Number of Extra Decorating Hours Purchased _____
(at \$10.00 Per hour _____

\$Amount _____

Deposit Paid (\$150.00) _____

☐ *Non-Profit*

Total Amount to Be collected _____

It was move by Mike Fuselier duly seconded by Carol Frederick to discuss the proposed amendment to the Utility Extension Policy.

Flo Chatman made a motion to adopt the proposed amendment to the Utility Extension Policy.

Ms Chatman's motion failed due to lack of a second.

It was moved by Mike Fuselier duly seconded by Carol Frederick and unanimously carried that the position of Chief Financial Officer be changed from an hourly rate of pay to an annual salary of \$61,776.00.

There being no further business to come before the Mayor and City Council, Mayor Willis adjourned the meeting upon motion of Janise Anthony duly seconded by Jonas Frederick.

JASON WILLIS, MAYOR

ATTEST:

LORRIE M POIRIER, CLERK
EXECUTIVE ASSISTANT