

Town of Lockport
Lockport, Louisiana

Minutes of Regular Meeting March 15, 2011

The Mayor Pro Tem and Town Council met in regular session on Tuesday, March 15, 2011, at 7:00 P.M., at the Lockport Town Hall Complex.

A. Call to Order, B. Opening Prayer, C. Pledge of Allegiance

Mayor Pro Tem Paul Champagne called the meeting to order. The opening prayer was offered by Town Clerk Gerard Leonard, followed by the Pledge of Allegiance led by Mr. Champagne.

D. Roll Call

The roll was called with the following present: Mayor Pro Tem Paul Champagne, Councilmen Donovan Barker, Rodney Hartman, Craig Rogers, and Weldon Triche. Absent: Mayor Richard Champagne (for cause). Also present was Police Chief Warren Vedros and Town Attorney Mitch Theriot.

E. Approval of Minutes of February 15, 2011

Mr. Champagne asked if there were any corrections or comments concerning the minutes of the February 15, 2011, meeting that were distributed to all councilmen. Councilman Rogers made a motion to approve the minutes as presented. Councilman Triche seconded the motion and the motion carried unanimously.

F. Approval of Financial Statements for month ending February 28, 2011

Mr. Champagne asked if there were any questions or comments concerning the financial statements for the month ending February 28, 2011, that were distributed to the councilmen. Councilman Rogers moved and Councilman Barker seconded a motion to approve the financial statements as presented. The motion carried unanimously.

G. Police Report

Mr. Champagne called on Police Chief Warren Vedros to report on his department's activities. Mr. Vedros distributed copies of the monthly activity report. Mr. Vedros listed the coming events in town including the Victory Life Church March for Jesus on March 19th, the Main Street Market on March 26th, and the Bayou Land Families Helping Families on April 9th. Councilman Hartman moved and Councilman Barker seconded the motion to accept the police report as presented. The motion carried unanimously.

H. GSE Report

Mr. Champagne called upon Mr. Clay Breaud of GSE, who gave the monthly engineering status report as follows

1. Rouses' Supermarket Sewer Lift Station:

Substantial completion inspection was conducted January 7, 2011. A minor punch list was noted. Project is in the lien period. Contractor is still working on repairing monitoring light.

2. Wind Hardening of Town Hall Complex:

GSE submitted application for funding through Hazard Mitigation Program. Application approval is still pending. Application is awaiting final step of FEMA process.

3. Comeaux Drive LCDBG Sewer Application:

The Town has funding in the amount of \$669,400.00 for this project through the LCDBG 2008-2009 application. A grant from DRA has been approved for an additional \$100,000. A resolution for Lockport's revised commitment of funding is on Agenda. Revised plans have been sent to LCDBG for approval.

4. Catherine, Elizabeth, School and Ethel Street Drainage:

A MIP Grant Application in the amount of \$2,000,000 was submitted through South Central Planning for drainage improvements on these streets. No decision has been received to date.

5. Elliot St. Sewer Lift Station Generator:

The Town received a \$35,000 grant for this project. The Town is looking into property ownership. GSE has a tentative layout and will seek a cost proposal to buy a generator on public contract.

I. Bayou Runners Association – Toby Hubbell

Mr. Champagne called on Mr. Toby Hubbell and Mr. Doug Foreman to address the meeting. Mr. Hubbell requested a "Letter of No Objection" from the Town regarding a planned 5K Walk/Run in the Town at 4 pm on April 10, 2011. The event is planned to raise funds for the Central Lafourche Graduation program. The course would begin at the ballpark, track to Canal

Street and make a U-turn to return to the ballpark. The town police along with the Lafourche Parish Sheriff's Department will monitor the traffic for the event. Councilman Hartman moved and Councilman Barker seconded a motion to approve the event. The motion carried unanimously.

J. Parish Council Report – Phillip Gouaux

Mr. Champagne invited Lafourche Parish Councilman Phillip Gouaux to address the meeting. Mr. Gouaux reported that the new district maps are on the parish website. A meeting will be held at 5 pm on March 17th to discuss the district boundary changes. Mr. Gouaux also discussed alleged rumors concerning his involvement in a controversy over municipal annexations of areas that are currently in parish boundaries. Mr. Gouaux stated that he is requesting changes in state law that would allow the parish government to be included in future annexation decisions. Councilman Rogers questioned the validity of the issue concerning the parish loss of revenue when areas are annexed into municipalities.

K. Resolutions

1. Approving Right of Way/Servitude and a Cooperative Endeavor Agreement between the Town of Lockport and the Lafourche Parish School Board for sidewalk on School Street. Councilman Rogers moved and Councilman Triche seconded a motion to adopt the above resolution. The motion carried unanimously.

2. Approving Town's participation in funding LCDBG project.

Councilman Hartman moved and Councilman Barker seconded a motion to adopt the above resolution. The motion carried unanimously.

3. Approving Town's participation in funding the Brownsfields cleanup at 107 Lafourche Street.

Councilman Triche moved and Councilman Barker seconded a motion to approve the town's participation of up to 20% in the Brownsfields cleanup at 107 Lafourche Street. The motion carried unanimously.

L. Introduce Ordinance and Call for a Public Hearing

1. To renew Cooperative Endeavor Agreement between the Town of Lockport and South Central Planning and Development Commission (SCPDC) for the South Central Regional Construction Code Compliance Program.

Councilman Rogers moved and Councilman Hartman seconded a motion to call for a public hearing to discuss the above topic. The motion carried unanimously.

2. To accept A T & T franchise agreement with the Town of Lockport.

Councilman Barker moved and Councilman Rogers seconded a motion to call for a public hearing to discuss the above topic. The motion carried unanimously.

M. Public Hearings

Councilman Rogers moved and Councilman Triche seconded a motion to suspend the regular meeting and to open a public hearing on the following topics. The motion carried unanimously.

1. Renewal of lease agreement between the Town of Lockport and Halifax Theatre Company (The Bayou Playhouse). Mr. Champagne introduced Mr. Larry Weidel, and Mr. Charles and Mrs. Dee Dee Gaubert all representing the board of the Bayou Playhouse. Mr. Weidel reported that the board is requesting a concession from the town by reducing the monthly lease from \$1,000.00 per month to \$500.00 per month. In addition to the direct financial assistance to the playhouse, this reduction would enhance future applications for funding from grants. Mr. Ralph Sapia expressed his opinion that the requested change is in order.

2. Discuss the Ordinance governing the sale and use of fireworks and possible changes to the Ordinance. Chief Vedros explained the current ordinance listing the hours that sales and discharge of fireworks is permitted. Mr. Mark Rodriguez expressed his opinion that the ordinance should be changed to eliminate the sale or discharge entirely. Councilman Rogers made a motion to table the matter and call for a public hearing next month. Councilman Hartman seconded the motion and it carried unanimously. Mr. Sapia inquired how much revenue the town collects on fireworks permits. The response was that the town collects \$500.00 per stand plus sales tax.

Mr. Theriot asked Mr. Weidel if he is authorized to sign the lease agreement for the Halifax Theatre. Mr. Weidel answered that he is authorized to sign the agreement.

Councilman Rogers made a motion to end the public hearing and to resume the regular meeting. Councilman Hartman seconded the motion and it carried unanimously.

N. Ordinance - Renewal of lease agreement between the Town of Lockport and Halifax Theatre Company (The Bayou Playhouse)

Mr. Theriot clarified the terms of the new agreement. The lease will run from May 1, 2011 to April 30, 2012, and the monthly lease amount will be \$500.00. All other terms will be unchanged from the original agreement. Councilman Rogers moved and Councilman Hartman seconded a motion to approve the lease agreement as amended. The motion carried unanimously.

O. Open topics

1. Bridge across drainage ditch from post office to library

No update.

2. Crescent Avenue speed limit – 35mph end to end

No update.

3. Research ROWs and SERVITUDEs

Mr. Theriot has been unsuccessful finding servitude information on either location. Mr. Theriot will research further using various property owner names. Councilman Rogers will provide the servitude information for the main drainage ditch.

4. Smoke testing report – 10 residential leaks remaining.

Mr. Leonard reported that there are 8 remaining residential locations needing repairs. One additional public location needing repairs was discovered and will be addressed this week. Mr. Leonard was instructed to send one additional letter to the remaining property owners with a notice that the problem must be corrected in thirty days or further action will be taken.

5. Clear trees from main drainage ditch.

Estimates are awaiting the servitude information.

6. Committee for expansion of Lockport

Councilman Rogers reported that the committee had a meeting last week. Councilman Rogers requested that the administration gather the following information: listings of voter registration and residential property values for Lockport Middle School voters, Nolan Toups subdivision to Broadway Manor, Rita, and Lockport Heights.

7. Sidewalk repairs

No action was taken. Councilman Triche asked if anyone had advised Ms. Margie Black concerning the status of her request to repair the sidewalk near her home. Discussion followed. The administration was instructed to notify Ms. Black that there are no remedies currently available to repair the sidewalks; however, the town is constantly searching for grant funds to address this problem.

8. STOP signs

No action was taken.

9. Crescent Avenue extension at LA 1 south

Mr. Theriot reported that he is still working on this issue.

P. Reports

1. Council

Councilman Hartman asked Mr. Theriot if there was any response from the property owner on Veteran's Street whose lot contains a vacant burned out house. Mr. Theriot reported that he prepared a letter to the property owner, but before he mailed the letter, he spoke to the owner who said that the property will be cleaned up within thirty days. Mr. Theriot also reported that he will be sending out additional letters to other owners of dilapidated property.

Councilman Barker requested that street repairs be added to the Open Items listing.

Councilman Rogers asked for an update on the letters to be sent to residents living in camper trailers. Mr. Theriot reported that he has the listing of addresses and he will send out a letter soon.

2. Town Attorney

Mr. Theriot asked Mrs. Caillouet to address the board concerning the dilapidated property that she owns at 103 Francis Street. Mrs. Caillouet asked for an explanation why there are no other residents in attendance that have property in the same condition as hers. Mrs. Caillouet also asked who is in danger of the property and who complained about the dangerous conditions. She further asked who gives the town any authority over private property. Mr. Theriot stated that the town does have authority governing safety regarding private property. Mr. Jordan Theriot added that he is working on the job to clean up the property. Mr. J. Theriot said that the cleanup should be complete by next month. The mayor and council thanked Mrs. Caillouet and Mr. Theriot for attending the meeting and describing the cleanup efforts underway.

3. Mayor

Mr. Champagne opened for discussion the following topics:

- The “Old Town Hall” building must be demolished and removed. The issue must be addressed. Councilman Rogers recommended that the administration re-advertise for bids for the demolition of the building.
- Mr. Champagne then asked for comments regarding the missing “Welcome to Lockport” sign. A copy of the quote for a replacement sign is included in the meeting packets. Councilman Triche recommended that the administration contact the Central Lafourche Industrial Arts department to determine if they can make a replacement sign.
- The roof at the Boat Museum has some problems with leaks. The contractor will inspect the roof on Friday to determine the scope of repairs needed.
- The Parish requested that the Town assume maintenance of the Delta Woods ditch after the culverts are installed on the remainder of the ditch. Councilman Triche asked if the town police will have jurisdiction over the property. Mr. Champagne responded that the town will not have any jurisdiction. Councilman Triche made a motion to inform the parish that the town will not assume maintenance of the ditch due to a lack of jurisdiction. Councilman Barker seconded the motion and it carried unanimously.
- The town received a quote for property insurance to cover the four generators that are installed in the town. The cost of the coverage is \$984.00 annually with a \$5,000.00 deductible and a 2% Wind/Hail deductible. Councilman Hartman moved and Councilman Rogers seconded a motion to purchase the insurance as described. The motion carried with Councilmen Hartman, Barker, and Rogers voting for and Councilman Triche voting against the motion.
- The EECDG grant was originally requested for A/C duct cleaning at the Town Hall. The quote for duct cleaning exceeded the grant amount by a considerable amount. A new request will be submitted to replace the oldest A/C unit at any of the town’s locations.
- Contact Lafourche Drainage District for funds to pay for drainage work done in Lockport in the recent months. Councilman Rogers and Councilman Hartman will attempt to attend the next Drainage District meeting.

Mr. Leonard stated that a draft budget worksheet will be prepared for the April meeting. Councilman Barker requested that Chief Vedros prepare the budget worksheet for the police department.

Q. Citizens Comments

Mrs. Charlene Rodriguez thanked Councilman Barker for suggesting that street repairs be included on the open items listing and that next year’s budget include funds for street repairs. Mrs. Rodriguez then asked about the status concerning notices sent to property owners with dilapidated or abandoned buildings. Mr. Theriot stated that some letters were sent. Chief Vedros stated that some property owners did appear at previous meetings. Mr. Mark Rodriguez described some of the properties in question. Mrs. Rodriguez also inquired about restrictions concerning the installation of mobile homes. Mr. Leonard stated that he contacted SCPDC requesting assistance with inspections. Mr. Leonard was instructed to request that Mr. Michael Wich with SCPDC, or his representative, attend the next meeting to clarify these requirements. A representative of the Lockport Community Fellowship addressed the council asking for the procedure to get a permit for a block party or other outreach programs. The mayor and council welcomed the efforts of the Fellowship to assist needy residents in Lockport.

O. Adjourn

The next scheduled regular town meeting will be held on Tuesday, April 19, 2011. There being no further business to come before the Council, a motion by Councilman Rogers to adjourn the meeting was seconded by Councilman Triche and carried unanimously at 9:10 pm.


Gerard Leonard, Town Clerk

Town of Lockport


Paul Champagne
Mayor Pro Tem

RESOLUTION

BE IT RESOLVED, that a duly called and held public meeting of the TOWN OF LOCKPORT, with a quorum present, and be a majority vote of the members thereof present and voting, the TOWN OF LOCKPORT, agreed to enter into that agreement titled:

GRANT OF RIGHT-OF-WAY/SERVITUDE

And

COOPERATIVE ENDEAVOR/JOINT SERVICES AGREEMENT

with the Lafourche Parish School Board, regarding servitude for a pedestrian path subject to all conditions, obligations, and rights therein contained, and adopted said Cooperative Endeavor Agreement as if copied herein "in extenso."

BE IT FURTHER RESOLVED that the Mayor or Mayor Pro Tem of the TOWN OF LOCKPORT is hereby authorized to and empowered for and on behalf of the TOWN OF LOCKPORT to execute all documents to complete the said AGREEMENT.

The foregoing resolution was read, considered, and is adopted this 15th day of March, 2011.


Paul Champagne, Mayor Pro Tem
Town of Lockport

CERTIFICATE

I, Gerard Leonard, Clerk for the Town of Lockport, hereby certify that the above constitutes a true and accurate copy of a resolution, which UPON MOTION of Councilman Rogers and seconded by Councilman Triche was adopted by the following Yea and Nay vote:

YEAS: Councilmen Barker, Hartman, Rogers, and Triche.
NAYS: None.
ABSENT: None.

and the Resolution was declared adopted on the 15th day of March, 2011.


Gerard Leonard, Town Clerk

It was moved by Councilman Hartman and seconded by Councilman Barker that the following resolution be adopted:

RESOLUTION

A Resolution authorizing the Mayor to release funds in the amount of \$338,057.00 to satisfy the Town of Lockport's share of a Louisiana Community Development Block Grant for sewer improvements, more specifically known as FY09 LCDBG Sewer Improvements, Comeaux Drive Sewer Relocation and Lower Catherine Street Lift Station Rehabilitation, Lockport, Louisiana.

WHEREAS, the Town of Lockport was awarded a Louisiana Community Development Block Grant (LCDBG) in the amount of \$669,400.00 and a Delta Regional Authority (DRA) Grant in the amount of \$100,000.00 for Sewer Improvements, Comeaux Drive Sewer Relocation and Lower Catherine Street Lift Station Rehabilitation, Lockport, Louisiana, and

WHEREAS, the LCDBG and DRA funds will be utilized and the Town of Lockport's share of the project cost was estimated to be \$338,057.00, of which \$159,053.00 has been previously appropriated. The remaining portion of the Town of Lockport's share of the construction cost for this project is \$179,004.00.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Town of Lockport is hereby authorized to release the Town share in the amount of \$338,057.00 toward the construction cost of this project.

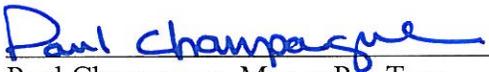
WHEREUPON the motion was put to a vote and the vote thereon was as follows:

YEAS: Councilmen Barker, Hartman, Rogers, and Triche.

NAYS: None

ABSENT AND NOT VOTING: None

And the resolution was declared adopted on this 15th day of March, 2011.


Paul Champagne, Mayor Pro Tem

I, Gerard Leonard, Clerk of the Town of Lockport, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mayor and Board of Aldermen of the Town of Lockport, at a meeting held on the 15th day of March, 2011, at which meeting a quorum was present and voted and that said Resolution is now in full force and effect.

WITNESS MY OFFICIAL SIGNATURE this 15th day of March, 2011.


Gerard Leonard, Clerk
Town of Lockport

RESOLUTION

TOWN OF LOCKPORT PARTICIPATION IN THE FUNDING OF THE VOLUNTARY REMEDIATION PROGRAM AT 107 LAFOURCH STREET

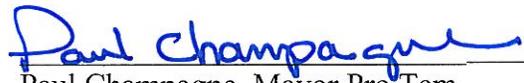
WHEREAS the Town of Lockport has enrolled the property at 107 Lafourche Street in the Louisiana Department of Environmental Quality Voluntary Remediation Program; and

WHEREAS the Brownfields Coalition Revolving Loan Fund has committed to a grant in the amount of \$100,000 to fund the Voluntary Remediation Program; and

WHEREAS a condition of the Revolving Loan Fund grant requires that the Town of Lockport provide matching funds of at least 20% of the grant amount in the form of money or in-kind services including labor, material, or services from a non-federal source;

NOW THEREFORE BE IT RESOLVED THAT the Town Council of the Town of Lockport does hereby approve the terms and conditions of the 2004 US EPA Revolving Loan Fund and that the Mayor and / or Mayor Pro Tem is authorized to execute any and all documents and assurances necessary to execute said agreement.

The foregoing resolution was read, considered, and is adopted this 15th day of March, 2011.



Paul Champagne, Mayor Pro Tem
Town of Lockport

CERTIFICATE

I, Gerard Leonard, Clerk for the Town of Lockport, hereby certify that the above constitutes a true and accurate copy of a resolution, which **UPON MOTION** of Councilman Triche and seconded by Councilman Barker was adopted by the following Yea and Nay vote:

YEA: Councilmen Barker, Hartman, Rogers, and Triche
NAY: None
ABSENT: None

and the same was declared adopted this 15th day of March, 2011.



Gerard Leonard, Town Clerk

STATE OF LOUISIANA

PARISH OF LAFOURCHE

COMMERCIAL LEASE

BE IT KNOWN BY ALL THESE PRESENTS: on the dates indicated below, personally came and appeared:

TOWN OF LOCKPORT, 710 Church Street, Lockport, Louisiana 70374, a political subdivision of the State of Louisiana, represented herein by its duly elected Mayor Pro Tem, herein referred to as Lessor;

AND

HALIFAX THEATRE COMPANY, TAX ID #26-2621573, represented herein by its President, Larry Weidel, and whose address is 101 Main Street, P.O. Box 665, Lockport, LA, 70374;

Who declared that they have agreed to the following:

Lessor leases the following described property located in the Parish of Lafourche, State of Louisiana, to-wit:

See Exhibit A attached hereto and forming part hereof

For a period commencing on the 1st day of May, 2011, and ending on the 30th day of April, 2012, in consideration for the rental and upon the terms and conditions hereinafter stipulated, as follows, to-wit:

1. Lessee agrees to pay to Lessor a monthly rental of Five Hundred (\$500.00) Dollars per month for the term of the lease. Said rental is due on or before the 5th of each month.
2. Lessor has the right to cancel the lease without penalty if rental or any portion thereof is in excess of twenty days late. Should lessor exercise its right to cancel, lessor shall notify lessee in writing that lessor is exercising its right to cancel and lessee has 30 days to vacate the premises.
3. Lessee shall have the right to sublease the premises on a temporary basis. Any sublease greater than 72 hours shall have the written consent of Lessor. Lessee shall not assign this lease, or any part thereof, without Lessor's written consent. Further, Lessor warrants that Lessor is the owner of the premises and has the right to give Lessee possession under this Lease, and will warrant and defend Lessee's possession against any and all persons/entities.
4. Lessee agrees to maintain liability insurance on the leased premises in the minimum amount of One Million (\$1,000,000) Dollars and list the lessor as an additional insured on said policy.
5. Lessor agrees to maintain hazard insurance on the building. Lessee is responsible to purchase insurance to cover the loss of lessee's personal property located on the leased property.

6. Neither Lessor nor Lessee shall make any major renovations, additions or alterations to the leased premises without the written permission of the other. However, Lessor or Lessor's agents shall have the right and responsibility to enter the premises for the purposes of making repairs necessary for the preservation of the property and to ensure the continued functionality of the leased premises including but not limited to HVAC, plumbing and electrical.
7. Utilities (electricity, water, gas and sewage) are to be paid by Lessee commencing May1, 2011 and continuing for the duration of the lease.
8. Lessor shall have the right to periodically inspect the premises during normal working hours.
9. Lessor warrants that the leased premises are in good condition and are fully functional as a reasonable business environment. Lessee has inspected the premises and is satisfied as to the physical condition of the leased premises. Lessee agrees to keep the premises in good condition during the term of the Lease at Lessee's expense and to return the premises to Lessor in the same condition at the termination of the lease, normal decay, wear and tear excepted. Lessee further agrees to undertake at Lessee's expense minor and routine maintenance of the leased premises. Lessor agrees to make at Lessor's expense any and all major repairs, not caused by the Lessee or the Lessee's guests, to ensure the premises remain viable as a reasonable business space/environment. The parties agree that any equipment or materials (ie seats, lighting equipment, sound equipment, props, etc.) brought in or purchased by Lessee shall remain the property of the Lessee regardless of how it is attached to the leased property. Lessee shall be responsible for any damage caused to the premises by the removal of such property at the end of the lease. Should Lessee decide not to remove the material at the end of the lease agreement then the equipment and/or materials shall become the property of the Lessor at no cost to the Lessor.
10. Lessor agrees to pay punctually all property taxes and all assessments due on the leased premises during the term of the lease.
11. Lessee shall have the right to name, advertise and promote the building as "THE BAYOU PLAYHOUSE". Any signage on or in the building erected by lessee shall be removed by lessee at the end of the lease agreement. Failure to remove said signage shall render the signage the property of Lessor at no cost to Lessor. The phrase "THE BAYOU PLAYHOUSE" shall remain the property of Lessee.
12. Any alterations to the lease shall be in writing and signed by both parties.
13. Any and all written communication and payments shall be sent to the following:

Lessor:	Town of Lockport 710 Church Street Lockport, LA 70374
Lessee	Halifax Theatre Company 101 Main Street P.O. Box 308 Lockport, LA, 70374
14. Any issue not covered by the lease shall be governed by Louisiana law.
16. This lease shall supercede any and all prior leases.

Thus executed and signed on the dates indicated below, in the presence of the undersigned competent witnesses, who have signed with the said appearers and Notary after due reading of the whole.

WITNESSES

Elaine B. Dompagne
PRINT: Elaine B. Dompagne

Gerard Leonard
PRINT: Gerard Leonard

Paul Champagne
PAUL CHAMPAGNE
MAYOR PRO TEM
Date:

Larry Weidel
LARRY WEIDEL, PRESIDENT
HALIFAX THEATRE COMPANY
Date:

Mitchell Theriot
MITCHELL THERIOT, NOTARY PUBLIC
BAR No. 19180