



PO Box 1249
Jennings, LA 70546

NOTICE OF PUBLIC MEETING

Posted: 3/1/2024 @ 4:30 PM

Date: 3/12/2024 Time: 5:30pm Jennings City Council Chambers @ 154 N. Main Street, Jennings, LA

AGENDA FOR REGULAR MEETING

MARCH 12, 2024

- I. Call to Order
- II. The Prayer and Pledge of Allegiance
- III. Approve Minutes for the following Meeting
 - A. Regular Meeting of February 13, 2024
- IV. Other Business
 - A. To approve and authorize the Mayor to hire Wendell Miller as the new City Attorney for the City of Jennings
 - B. Sarah Werner, CPA to present City of Jennings Audit Report for Fiscal Year Ending 06/30/23
 - C. Liz Todd of South Central Planning and Development Commission to present information regarding the Restore LA Small Business Loan Program
 - D. Discuss the demo & cleanup of building at 203 S. Louise Street. The structure has been declared unsafe and in need of condemnation
 - E. Discuss the demo & cleanup of property at 1338 State St. The structure has been declared unsafe and in need of condemnation
 - F. Discuss the demo & cleanup of property at 210 W South St. The structure has been declared unsafe and in need of condemnation
 - G. Discuss the demo & cleanup of property at 811 Cary Ave. The structure has been declared unsafe and in need of condemnation
- V. Resolutions
 - Introduce and adopt**
 - A. Resolution No. **1805G** – a resolution informing Louisiana Department of Environmental Quality that the Mayor and City Council reviewed the Municipal Water Pollution Prevention Environmental Audit Report
 - B. Resolution No. **1805H** – a resolution declaring the City of Jennings Renovations Streets Department Project as substantially complete; and repealing all resolutions or parts of resolutions in conflict therewith
- VI. Ordinances
 - Introduce**
 - A. Ordinance No. **1807** – an ordinance to authorize the Mayor of the City of Jennings to execute Joint Service Agreement with Jeff Davis Parish Police Jury – VA Clinic; and repealing all ordinances or parts of ordinances in conflict therewith
- VII. Items to Add to Agenda
- VIII. Items on Hold
 - A. Resolution No. **1805C** – a resolution to adopt procedures for placing items on the City Council Agenda and the length of time for presentation to the council; and repealing all resolutions or parts of resolutions in conflict therewith

Adjournment

Chad Crochet, City Clerk
City of Jennings
154 N. Main Street
337-821-5500



NOTICE OF SERVICE

Gerard Morgan
The Way Training Center
1828 N. Ave. G
Crowley, LA 70526

I hereby certify that the Notice entitled "Notice of Condemnation and Demolition" was served upon the above named tenant(s) by the following means: (check all that apply)

Date Served: 02/29/24

USPS 1st Class Mail

USPS Certified Mail / Certified Number _____

Posted Copy at the Premises

Emailed to: _____ Time: _____

Faxed to: _____ Time: _____ (Faxed Confirmation Attached)

By Personal Delivery

Print Name: x Gerard Morgan

Signature: x [Handwritten Signature]

Time: 1259

Copy of Notice Attached.

Signed by Deliverer: [Handwritten Signature] 46 Date: 02/29/24



February 29, 2024

Gerard Morgan
The Way Training Center
1828 N Ave G
Crowley, LA 70526

RE: 203 South Louise Street

NOTICE OF CONDEMNATION AND DEMOLITION

Dear Mr. Morgan,

Please be advised that I am writing you on behalf of the City of Jennings regarding the above referenced property. The building located on the above-referenced property has been declared unsafe and in need of condemnation by the City of Jennings.

Per LA R.S. 33:4761, et seq, this letter shall serve as formal notice to the owner of the subject property, that your presence is requested on March 12, 2024, at the regular meeting of the City Council. The purpose of this meeting is to give you an opportunity to show cause why the building should not be condemned. The meeting will be held at the City of Jennings Council Chambers, 154 N. Main St. and will begin promptly at 5:30 p.m.

This action is based on the history of the property, the comprehensive inspection report by Rodney Richard, and the continued state of disrepair of the building.

As you know, the subject property was previously owned by Acadiana Concern for Aids Relief, Education, and Support, Inc. ("Acadiana CARES"). The recent issues with this property began in June of 2012 when Acadiana CARES was advised by the Jennings City Attorney that the property had lost its non-conforming use and would need to be re-zoned to continue its operation as a nursing home.¹

After five additional years of vacancy, Acadiana CARES was served with its first condemnation notice on August 18, 2017 advising that the subject property had been declared unsafe.² Acadiana CARES appealed that decision arguing that the building remained in a good condition and that any concerns could "be rectified by the appropriate service provider."³ No action was taken by the City of Jennings at that time and the property continued to remain idle.

In April of 2018, Acadiana CARES advised that it planned to demolish the dilapidated structure and develop a housing project with homes to be leased or sold. To encourage elimination of this blighted property, the City of Jennings offered to waive the demolition permit and contacted local developers who may have been able to work together with Acadiana CARES to enhance the subject area for the benefit of the community.⁴ The Director of Housing for Acadiana CARES advised that such a

¹ Exhibit A-pg.1

² Exhibit A-pg.2

³ Exhibit A-pg.3

⁴ Exhibit A-pgs.4-5

development project was contingent upon receipt of grant funding.⁵ The sought-after grant funding apparently never materialized and the property remained idle.

On July 30, 2021, the City of Jennings issued its second condemnation notice to Acadiana CARES ordering it to show cause why the subject property should not be condemned and demolished.⁶ At the August 10, 2021, City Council meeting, Acadiana CARES CEO confirmed that they were denied grant funding for their housing development but that they intended to re-apply. The Council was advised at that meeting that large vacant buildings in the city have an impact on the City's fire rating and citizens' insurance rates. The Council then voted unanimously to refer the subject property to the Mayor's office "for continued monitoring of the demo and cleanup."⁷ No additional action was taken and the property remained idle.

On March 25, 2022, the City of Jennings issued its third condemnation notice to Acadiana CARES advising that because Acadiana CARES had taken no substantial steps to improve the property since the August 2021 City Council meeting, the building would be demolished unless written plans to address the several remediation issues were produced to City Hall.⁸ After legal challenge by Acadiana CARES due to procedural deficiencies with the notice of condemnation, the City of Jennings agreed to vacate the March 25, 2022 condemnation notice but reserved the right to re-initiate condemnation proceedings if the building remained in an unsafe condition.⁹

On April 28, 2022, the appointed inspector for the City of Jennings, Rodney Richard, submitted his inspection report for the subject property. Richard, an ICC Certified Building Official, found the property to be in a state of severe dilapidation, posing a threat to public welfare. His report recommended that the property either be renovated in accordance with the International Existing Building Codes or be condemned and demolished. The report cited Louisiana Revised Statutes 40:1574 C and G, which require that if alterations or repairs costing more than fifty percent of the physical value of the building are made within a twelve-month period, the building must conform to the code for new construction. The report also referenced the 2015 International Property Maintenance Code, highlighting the property's unsafe conditions and the requirements for structures to be maintained in a safe, sanitary, and structurally sound state.¹⁰

On March 6, 2023, a representative of Entergy advised that, in the interest of public safety, electricity would be disconnected from the subject property until necessary building repairs were made. Entergy also noted that any reconnection of electricity would require the appropriate city permitting.¹¹ Upon information and belief, the subject property remains without electricity to this day.

⁵ *Id.*

⁶ Exhibit A – Pg.6

⁷ Exhibit A – Pgs.7-8

⁸ Exhibit A – Pg. 9

⁹ Exhibit A – Pg. 30

¹⁰ exhibit a – Pgs. 10-29

¹¹ Exhibit A – Pg. 31

On March 31, 2023, the City of Jennings issued its fourth condemnation notice to Acadiana CARES ordering it to show cause at the next City Council meeting why the subject property should not be condemned and demolished.¹² No action was taken at the May 9, 2023, City Council meeting.

On June 27, 2023, the City of Jennings issued its fifth condemnation notice to Acadiana CARES ordering it to show cause at the next City Council meeting why the subject property should not be condemned and demolished.¹³ At the July 11, 2023 City Council meeting, legal counsel for Acadiana CARES advised that Acadiana CARES was seeking to sell the property and that it was being used for storage in the interim. Acadiana CARES was advised that the property would need to be brought back up to code before electrical could be turned back on and that the property would require rezoning depending upon its intended use if/when sold. The City Council then voted unanimously to refer the property to “the Mayor’s office for continued follow up as well as a request for the representative’s presence at the September 12, 2023 meeting.”¹⁴

On August 31, 2023, legal counsel for Acadiana CARES advised that due to unsuccessful attempts to sell the property, the Acadiana CARES Board had voted to demolish the property. He also produced a demolition bid and advised that they planned to proceed. He then requested that, in light of this development, Acadiana CARES be removed from the September 12, 2023, City Council meeting agenda.¹⁵ The Jennings City Attorney advised that the topic would be removed from the September agenda if Acadiana CARES could provide a timeframe for the demolition. Legal counsel for Acadiana CARES replied that demolition was planned to begin in November of 2023.¹⁶ Following this assurance, the condemnation of the subject property was removed from the September 12, 2023, agenda.

Despite the representation that the subject property was to be demolished in November of 2023, Acadiana CARES entered into a Buy/Sell Agreement for the subject property with The Way on October 13, 2023. The sale of the subject property to The Way was made contingent upon the subject property being rezoned from a A-1 Single Family Zone to an A-6 Transitional Zone so that The Way could open and operate a Training and Drug Rehabilitation Center.¹⁷ Acadiana CARES and The Way then proceeded with their zoning change application.

On January 9, 2024, the City of Jennings Zoning Board voted 6-2 to reject the rezoning request for the subject property. Despite this rejection from the Zoning Board, the City Council voted to introduce Ordinance No. 1806 to consider rezoning the subject property from A-1 to A-6.¹⁸ That Ordinance failed approval at the February 13, 2024, City Council meeting.¹⁹ Accordingly, the subject property remains in an A-1 Single Family Zone.

On February 21, 2024, Acadiana CARES donated the subject property to The Way. As you know, the donation relieved Acadiana CARES of any liability related to the property's condition and any future

¹² Exhibit A – Pg. 32

¹³ Exhibit A – Pg. 33

¹⁴ Exhibit A – Pgs. 34-35

¹⁵ Exhibit A – Pgs. 36-39

¹⁶ Exhibit A – Pg. 40

¹⁷ Exhibit A – Pgs. 41-49

¹⁸ Exhibit A – Pgs. 50-51

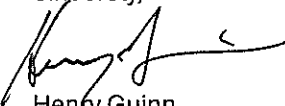
¹⁹ Exhibit A – Pgs. 52-53

condemnation or demolition attempts by the City of Jennings. The property was conveyed "as is," with The Way acknowledging the waiver of any warranties, the long-standing history of potential condemnation of the building, and accepting all responsibilities for the property post-donation.²⁰

As publicly stated on numerous occasions, the City of Jennings has great respect for the mission of The Way and the valuable benefit it can provide to members of our community struggling with addiction. Nevertheless, given the A-1 zoning of the subject property which precludes the proposed use by The Way, the public nuisance and hazards of the dilapidated structure as detailed in the attached report by Rodney Richard, and the lack of any substantive plan to rectify these conditions, there is no viable remediation path for the subject property at present. You are invited to attend and present any relevant information to address these points at the March 12, 2024, City Council meeting at which an Order for Demolition will be presented for vote.

Should you have any questions or need any additional information, please do not hesitate to call me at the above telephone number or the City Inspector, Phillip Arceneaux at (337) 821- 5500 Ext 400.

For your convenience, copies of the referenced documents are attached.

Sincerely,

Henry Guinn
Mayor, City of Jennings

Attachments: Exhibit A

Pg. 1.....6/5/12 Letter from City Attorney to Acadiana CARES
Pg. 2.....8/16/17 Condemnation Notice
Pg. 3.....9/11/17 Condemnation Appeal o/b/o Acadiana CARES
Pgs.4-5.....4/18/18 – 4/27/18 email correspondence
Pg. 6.....7/30/21 Condemnation Notice
Pgs.7-8.....8/10/21 City Council Minutes
Pg. 9.....3/25/22 Condemnation Notice
Pgs.10-29.....4/28/22 Inspection Report
Pg. 30.....1/31/23 Consent Motion and Judgment
Pg. 31.....3/6/23 email correspondence
Pg. 32.....3/31/23 Condemnation Notice
Pg. 33.....6/27/23 Condemnation Notice
Pgs.34-35.....7/11/23 City Council Minutes
Pg.36.....8/31/23 email correspondence
Pgs.37-39.....8/31/23 demolition bid
Pg. 40.....9/5/23 – 9/8/23 email correspondence
Pgs. 41-49.....10/13/23 Buy/Sell Agreement

²⁰ Exhibit A – Pgs. 54-60

Pgs. 41-49.....10/13/23 Buy/Sell Agreement
Pgs.50-51.....1/9/24 City Council Minutes
Pgs.52-53.....2/13/24 City Council Minutes
Pgs.54-60.....2/21/24 Act of Donation

Kevin D. Millican
CITY ATTORNEY

Terry W. Duhon
MAYOR
Fax (337) 616-4308

Jeannette G. LaPoint
CITY CLERK

Telephone (337) 821-5500

Fax (337) 821-5527



P.O. BOX 1249
JENNINGS, LOUISIANA 70546

June 5, 2012

Acadiana Cares
P. O. Box 3865
Lafayette, LA 70502

Dear Mr. Martin:

I am in receipt of your letter to Mayor Duhon dated May 29, 2012. Unfortunately, I do not feel the letter accurately describes our meeting and the position the City of Jennings established at the meeting. We never stated you hold a non-conforming use. In fact, we instructed you on how to petition the Zoning and Planning Board to have the zoning changed from the current A-1 zone to a more appropriate zone.

During the meeting we did state your business would fit in an A-4 zone. Subsequent to the meeting, our City Inspector reviewed the code and felt the proper zone would be C-2 and not A-4. Whether Acadiana Cares needed to re-zone to an A-4 or a C-2, the property is not zoned for your business.

With that, the City of Jennings does not feel Acadiana Cares has continued the non-conforming use and will therefore need to seek and have the property re-zoned to a C-2 zone. Please contact Barbara Lantz at City Hall to obtain the necessary information to submit your request to the Zoning and Planning Board.

If you have any questions or need any additional information, please do not hesitate to call.

Sincerely,



KEVIN D. MILLICAN
City Attorney

KDM/klk

①

Henry Guinn
MAYOR

Telephone (337) 821-5515

Fax (337) 616-4316



P.O. BOX 1249
JENNINGS, LOUISIANA 70546

RECEIVED AUG 18 2017

DATE: AUGUST 16, 2017

OWNER (S): LOUISIANA GUEST HOUSE, INC.
C/O ACADIANA CONCERN FOR AIDS RELIEF

LEGAL DESCRIPTION: BLOCK 13
CUTTING ADDITION

MUNICIPAL ADDRESS: 203 S. LOUISE ST.
JENNINGS, LA 70546

THE BUILDING OR STRUCTURE LOCATED ON THE ABOVE DESCRIBED PROPERTY HAS BEEN DECLARED UNSAFE.

THEREFORE, THE BUILDING OR STRUCTURE MUST BE REPAIRED OR DEMOLISHED WITHIN 30 DAYS FROM RECEIPT OF THIS NOTICE. IF THIS PROBLEM IS NOT CORRECTED WITHIN THE TIME SPECIFIED HEREIN, THE CITY OF JENNINGS WILL ASSUME THE RESPONSIBILITY AND FORWARD THE NECESSARY CHARGES TO YOU FOR PAYMENT.

Be advised that you or any person having any legal interest in the property may appeal this notice to the Board of Adjustment and Appeals, and that such appeal shall be in writing in the form specified in Section 401 of the Standard Unsafe Building Abatement Code and shall be filed with the City of Jennings at the following address: 110 N. Broadway within THIRTY (30) days from the date of this notice and that failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

Phillip Arceneaux
Phillip Arceneaux
City Inspector

Date: 9/11/17

Before the Board of Adjustments and Appeals of the City of Jennings, LA

Appeal of Louisiana Guest House, INC. C/O Acadiana Concern for AIDS Relief Education and Support

Owner: Louisiana Guest House, INC. C/O Acadiana Concern for AIDS Relief Education and Support

Legal Description: Block 13
Cutting Addition

Municipal Address: 203 S. Louise St.
Jennings, LA 70546

On August 18, 2107, Acadiana Concern for AIDS Relief Education and Support (AcadianaCares) received notice that the building located at 203 S. Louise Street Jennings, LA 70546 had been declared unsafe. AcadianaCares disagrees with the assessment of the building. Since acquiring the building and property in 2011, AcadianaCares has maintained continuous property insurance which includes a yearly inspection by the insurance provider Haik Insurance Holding, LLC. Security, camera and fire monitoring are provided by Lafayette Alarms. Fire extinguishers are inspected yearly by LAS Fire and Safety to preserve compliance. Lawn services are delivered monthly by Grassco Lawn Services. Monthly telephone and internet services are supplied by Charter Communications. AcadianaCares pays monthly to receive electrical services from Entergy, natural gas from Centerpoint Energy and water services from the City of Jennings. AcadianaCares' maintenance workers visit the location monthly to inspect the facility. Any maintenance and repair issues are addressed and corrected.

AcadianaCares is requesting that the order to repair or demolish the building be rescinded. AcadianaCares maintains the utilities, provides security and safety monitoring, lawn services and maintenance to the facility. The building is in good, safe condition, and is not dilapidated. Other concerns as it pertains to the facility can be rectified by the appropriate service provider.

To the best of my knowledge, the statements made in the Appeal of Louisiana Guest House, INC. C/O Acadiana Concern for AIDS Relief Education and Support are true and accurate.

Sincerely,



Claude Martin, CEO
AcadianaCares
P.O. Box 3865
Lafayette, LA 70502



AcadianaCares
A NETWORK FOR HEALTHY LIVING

800 Martin Luther King Jr. Drive | Lafayette, LA 70501
P: 337-233-2497 | F: 337-233-4176 | acadianacares.org

7.

Jennings Mayor

From: Alton Thornton <Alton@acadianacares.org>
Sent: Friday, April 27, 2018 9:42 AM
To: mayor@cityofjennings.com
Subject: RE: AcadianaCares

I apologize for the delay. A lot of eggs in the basket.

AcadianaCares will apply for an Affordable Housing Program Grant with the Federal Home Loan Bank of Dallas. There are targets listed in the application for grant funds. Just to list a few:

- At least 20% of the units targeted to <50% of AMI
- Debt Service Ratio of 1.15 – 1.45
- Participant rent not to exceed 30% of AMI
- Replacement reserves of \$300/unit/year with new construction

I forwarded the email that was sent to the architect to keep them informed of developments with the project.

Feel free to contact me with any questions and thanks again.



Alton A. Thornton | Director of Housing
809 Martin Luther King Jr. Drive | Lafayette, LA 70501
337.233.2437 ext. 110 | 337.235.4178 fax | 337.257.1255 cell
alton@acadianacares.org | acadianacares.org

From: Henry Guinn [mailto:mayor@cityofjennings.com]
Sent: Wednesday, April 18, 2018 10:03 AM
To: Alton Thornton
Subject: FW: AcadianaCares

Alton,

What specific grant/loan will AcadianaCares be applying for? Will there be building/rental requirements for low income housing to secure grant funding?

I have contact Miller Properties (the adjacent landowner) they are willing to discuss development of a road. This will help you maintain A-1 residential zoning requirements, per A-1 requirements only one room may be rented to no more than two occupants, the room shall not be equipped with cooking facilities.

Please see my email below to the city inspector he will be contacting you soon. If you have any questions please contact me.

Henry Guinn

Mayor

City of Jennings
P.O. Box 1249
Jennings, LA 70546

Office: 337-821-5500
Fax: 337-821-5527

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From: Henry Guinn <mayor@cityofjennings.com>
Sent: Wednesday, April 18, 2018 9:01 AM
To: cityinspector@cityofjennings.com
Cc: 'Barbara A. Lantz' <balantz@cityofjennings.com>; 'Stephen Van Hook' <svanhook@therapyctr.com>
Subject: AcadianaCares

Phil,

AcadianaCares visited with me about the old nursing home on S. Louise St. The plans are to demolish the structure and develop a housing project with homes to be leased or sold. Please contact them to clarify what is or is not allowed in A-1 Residential. Based on my knowledge of the current lot size and the attached preliminary plans, there will be too many proposed structures to maintain A-1 zoning per lot sizes.

I think it would be best for AcadianaCares to produce a professionally drawn set of plans. This will show proper lot and house dimensions.

To encourage site clean-up, I have offered to waive the demolition permit. They may begin demolition immediately. I have also contacted Miller Properties, the original proposed road from Granger to Division st will be a few feet from AcadianaCares proposed road. It would be more beneficial for the community if these entities worked together.

Henry Guinn
Mayor

City of Jennings
P.O. Box 1249
Jennings, LA 70546

Office: 337-821-5500
Fax: 337-821-5527

NOTICE: This E-mail (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521 and may be legally privileged. The information contained in this email is property of the City of Jennings and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (337-821-5500) and destroy the original message.

Henry Guinn
MAYOR

Telephone (337) 821-5515

Fax (337) 616-4316



P.O. BOX 1249
JENNINGS, LOUISIANA 70546

Date: 7/30/21

LOUISIANA GUEST HOUSE, INC
809 MARTIN LUTHER KING JR. DR
LAFAYETTE, LA 70501

Property Address and Description:

Lot(s) _____ Block _____

Subdivision: NURSING HOME

Address: 203 LOUISE ST S

To Whom It May Concern:

Please be advised that I am writing you on behalf of the City of Jennings regarding the above referenced property. You are listed as the current owner or caretaker on the tax rolls of Jefferson Davis Parish. The building, structure and/or home located on the above referenced property has been declared unsafe and in need of condemnation by the City of Jennings.

As per LA R.S. 33:4761, et seq., please allow this letter to serve as formal notice to you that your presence is requested on AUGUST 10, 2021 at the regular meeting of the City Council. The purpose of this meeting is to give you an opportunity to show cause why the building, structure and/or home should not be condemned. The meeting will be held at the City of Jennings Council Chambers, 154 N. Main St. and will begin promptly at 5:30 p.m.

Should you have any questions or need any additional information, please do not hesitate to call me at the above telephone number or the City Inspector, Phillip Arceneaux at (337) 821-5515.

Sincerely,

Phillip Arceneaux
City Inspector

PA/dln

REGULAR MEETING

August 10, 2021

The Regular Meeting of the Jennings City Council was convened on the 10th day of August, 2021 at 5:30 p.m. in the Jennings City Council Chambers, 154 N. Main Street, Jennings, Louisiana with President Stephen VanHook and a quorum present.

Jennings City Council Members present: Carolyn Simon, District A; Johnny Armentor, District B; Clifton LeJeune, District C; Anthony LeBlanc, District D; Stephen VanHook, District E

Jennings City Council Members Absent: None

The Prayer was led by Mr. LeJeune and Pledge of Allegiance was led by Mr. Armentor.

After a public comment and discussion of the open meetings law concerning attachment of exhibit items to the minutes, it was moved by Mr. LeJeune, seconded by Mr. Armentor and carried by unanimous yeas of voice vote of those in attendance to APPROVE the Minutes of the July 13, 2021 Regular Meeting.

Ordinance No. 1775 – an ordinance to implement a stop sign at each point of the intersection of Myers Road and Myers Road Lift Station Right of Way, Jennings, Louisiana; and repealing all ordinances or parts of ordinances in conflict therewith. It was motioned by Ms. Simon and seconded by Mr. LeBlanc to adopt Ordinance No. 1775. Mayor Henry Guinn stated that there was an expansion of a trailer park in this area and a cut across for vehicles. The data captured by the radar trailer suggests that stop signs should be installed. After no questions or comments, it was carried by unanimous yeas of roll call voice vote of those in attendance to ADOPT Ordinance No. 1775.

Yeas: Johnny Armentor, Anthony LeBlanc, Clifton LeJeune, Carolyn Simon & Stephen VanHook

Nays: None Absent: None Abstained: None

Mr. Armentor motioned and Mr. LeBlanc seconded to discuss whether to approve and confirm a beer (low alcohol content) permit to Terrence Gallagher Jr., Daniel Gallagher & Benjamin Chaney Jr, / Shawna Landry, Manager (The Cigarette Store) - d/b/a *Smoke 'N Go* #408 for retail sales – Class B – no drinking on premises – located at 1123 North Lake Arthur Avenue. Mayor Guinn stated that the manager came into City Hall to change ownership and the paperwork was in order with a clear background check. After no other comment or discussion, it was carried by yeas of voice vote to approve and confirm the beer permit to *Smoke 'N Go* #408 for retail sales – Class B – no drinking on premises – located at 1123 North Lake Arthur Avenue.

Yeas: Johnny Armentor, Anthony LeBlanc, Carolyn Simon & Stephen VanHook

Abstained: Clifton LeJeune

It was motioned by Ms. Simon, seconded by Mr. LeJeune to discuss the demo and cleanup of the home at 3006 Wilbert D. Rochelle Avenue belonging to Shelly Lewis. The structure has been declared unsafe and in need of condemnation. Mayor Guinn stated that this property was condemned by the council and set to be demolished when the property was acquired at a tax sale and the new owner requested more time to save and restore the home. Since then, the home has been redeemed by the original owner, but nothing has been done at the home for months. After no other comments or discussion, it was motioned by Mr. Armentor, seconded by Ms. Simon and carried by unanimous yeas of

voice vote of those in attendance to REFER this property to the mayor's office for demo and cleanup.

It was motioned by Mr. Armentor, seconded by Mr. LeJeune to discuss the demo and cleanup of the home at 611 Ledoux Street belonging to Spencer Sanders. The structure has been declared unsafe and in need of condemnation. Mr. Sanders reported to the council that he has spent many hours working on the home and will continue to do so if the council will give him time. After discussion and no other comments, it was motioned by Mr. LeJeune, seconded by Ms. Simon and carried by unanimous yeas of voice vote of those in attendance to REFER this property to the mayor's office for continued follow up of the progress of this property.

It was motioned by Mr. LeJeune, seconded by Mr. Armentor to discuss the demo and cleanup of the home at 615 South Main Street belonging to Cynthia Thomas. The structure has been declared unsafe and in need of condemnation. Mayor Guinn stated that part of this home had burned down and was unoccupied. Ms. Thomas stated that she was trying to take down the home, but it was slow. She asked for more time to continue to take down the house and salvage what she could. Mayor Guinn stated that she needs to get a roll off box to put construction debris and for her to pick up all the debris on the sidewalk in front of the home which was a hazard. After more discussion and no other comments, it was motioned by Mr. LeBlanc, seconded by Ms. Simon and carried by unanimous yeas of voice vote of those in attendance to REFER this property to the mayor's office for continued monitoring of the demolition and cleanup.

It was motioned by Mr. Armentor, seconded by Mr. LeBlanc to discuss the demo and cleanup of the building at 203 South Louise Street belonging to Louisiana Guest House, Inc. / Acadiana C.A.R.E.S., Inc. The structure has been declared unsafe and in need of condemnation. Mayor Guinn stated that back in 2017 this same item was on the agenda. Claude Martin CEO of Acadiana CARES stated that in 2017 they did apply for grant funding which was denied and they are now applying for funding again. They originally were going to use the facility for a substance abuse treatment facility, but that failed. Mayor Guinn stated that large vacant buildings in the city have an impact on our fire rating and everyone's insurance rates. There was more discussion concerning Acadiana CARES' mission statement and the intent of the purpose of the building to receive grant funding. After no other comments, it was motioned by Mr. LeJeune, seconded by Mr. LeBlanc and carried by unanimous yeas of voice vote of those in attendance to REFER this property to the mayor's office for continued monitoring of the demo and cleanup.

With no further business on the agenda, it was moved by Mr. LeJeune, seconded by Mr. Armentor and carried by unanimous yeas voice vote of those in attendance to ADJOURN this Regular Meeting on August 10, 2021 of the Jennings City Council at 6:14 p.m.

ATTEST:

/s/Barbara Lantz

Barbara Lantz, Secretary
Jennings City Council

Stephen VanHook, President
Jennings City Council

Derek A. Bisig
CITY ATTORNEY

Henry Guinn
MAYOR

Barbara Lantz
CITY CLERK



MR. CLAUDE MARTIN
CHIEF EXECUTIVE OFFICER
LOUISIANA GUEST HOUSE, INC.
C/O ACADIANA CONCERN FOR AIDS RELIEF
809 MARTIN LUTHER KING JR. DRIVE
LAFAYETTE LA 70501-

VIA CERTIFIED MAIL: 7021 0950 0002 1554 6995

March 25, 2022

Re: Property Demolition – 203 South Louise Street

Dear Mr. Martin,

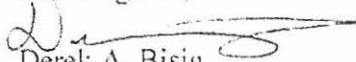
Please be advised that you are receiving this notice from the City of Jennings as the owner of the above referenced property. Upon Council Hearings follow-up, City Administration finds no communication from your organization on its clean-up efforts.

You spoke to the Council August 10, 2021 to address the property condition. Pursuant to Council Minutes, the property was declared unsafe and in need of condemnation and referred to the Mayor's office for continued monitoring of the demo and cleanup. (See attached Council Minutes).

The City notes that exterior improvements occurred; however, no substantial improvement of the property occurred since the August hearing. (See Attached Photos of Roof Damage and Black Mold).

Please make appropriate plans to remediate the condemnation issues and provide written plans and scope of work to City Hall Administration. Please let this letter serve as notice the City Crews will begin demolition of the condemned property as a health and safety hazard within thirty-five (35) days from the date of this letter, assuming a five (5) day delivery window.

Best Regards,


Derek A. Bisig
City Attorney

Cc: City Inspector
City Maintenance

P.O. Box 1249 • Jennings, Louisiana, 70546

Telephone: 337-821-5500 • Fax: 337-821-5527 • E-mail: cityhall@cityofjennings.com

Rodney L. Richard
Building Code Inspection Service L.L.C.
ICC Certified Building Official
Certification Number 5253431-CB
Louisiana State Uniform Construction Code
Certified Third Party Provider
Registration Number U00437
Rodney@bcisla.com
337-886-6069

TO: Mayor Henry Guinn
Jennings City Council

CC: City Inspector Phil Arceneaux

DATE: April 28, 2022

Re: Inspection of Property at 203 South Louise St. Jennings, La
Property owner: Claude Martin
Mailing address: 809 Martin Luther King Jr. Dr. Lafayette, La 70501

Pursuant to my appointment as inspector of properties for potential condemnation and demolition, I made a personal inspection of the property stated above on April 28, 2022 after having received a number of complaints from the citizens of the City of Jennings Community. The property is in need of major repair including such thing as a complete roof system including fascia and soffit, Electrical system, hot water system and many other things that have been found to be in a dilapidated and dangerous condition, which endangers the public welfare. Based on these observations, I recommend that this property be renovated per International Existing Building Codes or be condemned and demolished.

It's to be noted, see below LA RS 1574 C and G States.

RE: Buildings that exceed 50 Percent renovation is required to conform to the requirements of the code for new construction. As "is" this building may not be worth much on today's market.

LA RS 40 1574 C and G states that:

C- If within any twelve-month period, alterations or repairs costing in excess of fifty percent of the then physical value of the building are made to an existing building, such building shall be made to conform to the requirements of the code for new construction.

G- The cost of alterations or repairs in Subsection C of this Section may be established by an estimate signed by a licensed architect, by a licensed general contractor, or in the absence of either such licensed person, by the state fire marshal.

This applies to all the ICC codes adopted by the State of Louisiana that is mandated to be enforced by all municipalities and parishes within the State. The 2015 IRC, 2015 IBC, 2015 IPC, NEC 2014 and the 2015 IMC with state amendments.

Sincerely,

A handwritten signature in cursive script that reads "Rodney L. Richard".

Rodney L. Richard, C.B.O.
Building Code Inspection Service L.L.C.

Rodney L. Richard
Certified Building Official
ICC Certificate #5253431-CB
Building Plans Examiner
ICC Certificate #5253431-B3
Louisiana Registered Third Party Inspector

100 Sis Lane Carencro, LA 70520 E-mail: Rodney@bcisla.com
Phone: (337)886-6069 Mobile: (337)288-4835

Date Inspected: April 28, 2022

Owner: Claude Martin

Location of Inspection: 203 South Louise St. Jennings, La

Type of Inspection: General

BUILDING INFORMATION:

Group- Single family

Type of Construction- VB

Using the 2015 International Property Maintenance Code Book, I find the following conditions exist:

102.3 Application of other codes. Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the International Building Code, International Existing Building Code, International Energy Conservation Code, International Fire Code, International Fuel Gas Code, International Mechanical Code, International Residential Code, International Plumbing Code and NFPA 70. Nothing in this code shall be construed to cancel, modify or set aside any provision of the International Zoning Code.

102.5 Workmanship. Repairs, maintenance work, alterations or installations which are caused directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner and installed in accordance with the manufacturer's instructions.

UNSAFE STRUCTURES AND EQUIPMENT

108.1 General.

When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.

108.1.1 Unsafe structures. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible.

108.1.2 Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

108.1.3 Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

108.1.5 Dangerous structure or premises. For the purpose of this code, any structure or premises that has any or all of the conditions or defects described below shall be considered dangerous:

1. The building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.
2. The building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act.
3. Any building or structure, because of a lack of sufficient or proper fire-resistance-rated construction, fire protection systems, electrical system, fuel connections, mechanical system, plumbing system or other cause, is determined by the code official to be a threat to life or health.

DEMOLITION

110.1 General. The code official shall order the owner or owner's authorized agent of any premises upon which is located any structure, which in the code official's or owner's authorized agent's judgment after review is so deteriorated or dilapidated or has become so out of repair as to be dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure.

EXTERIOR PROPERTY AREAS

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.

EXTERIOR STRUCTURES

304.1 General. The exterior of a structure shall be maintained in good repair, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.

304.1.1 Unsafe conditions. The following conditions shall be determined as unsafe and shall be repaired or replaced to comply with the International Building Code or the International Existing Building Code as required for existing buildings:

1. Structures or components thereof that have reached their limit state;
2. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects;
3. Overhang extensions or projections including, but not limited to, canopies, awnings and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects;

304.7 Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

304.9 Overhang extensions. All overhang extensions including, but not limited to canopies, signs, metal awnings, standpipes and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather-coating materials, such as paint or similar surface treatment.

MECHANICAL REQUIREMENTS

603.1 Mechanical appliances. All mechanical appliances, fireplaces, solid fuel-burning appliances, cooking appliances and water heating appliances shall be properly installed and maintained in a safe working condition, and shall be capable of performing the intended function.

ELECTRICAL FACILITIES

604.3 Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

604.3.1.1 Electrical equipment. Electrical distribution equipment, motor circuits, power equipment, transformers, wire, cable, flexible cords, wiring devices, ground fault circuit interrupters, surge protectors, molded case circuit breakers, low-voltage fuses, luminaires, ballasts, motors and electronic control, signaling and communication equipment that have been exposed to water shall be replaced in accordance with the provisions of the International Building Code.

ADDITIONAL REQUIREMENTS

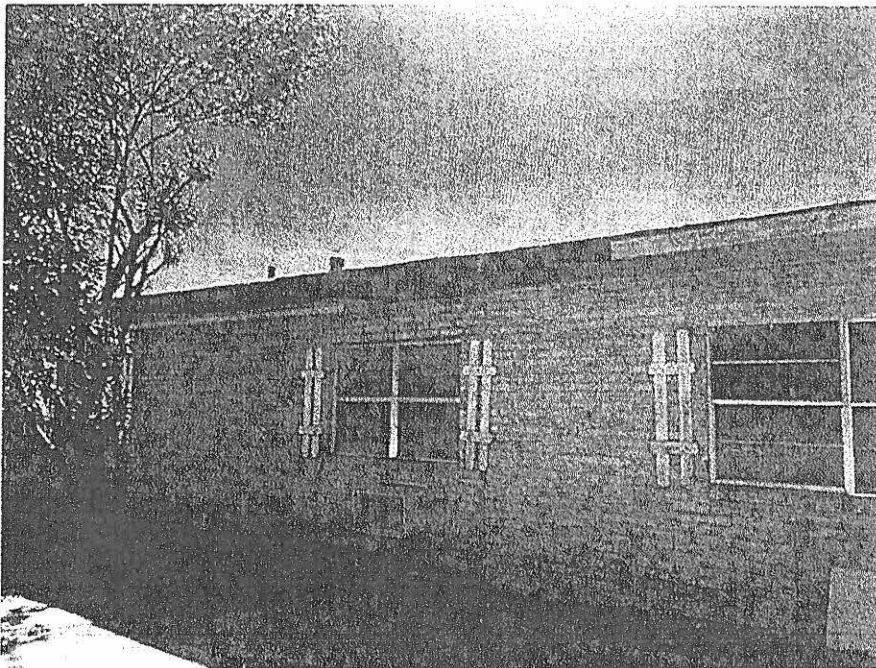
Purchase of proper permits from the City of Jennings, La. is required.

If there are any further questions or we can be of further assistance, please contact this office at your earliest convenience.

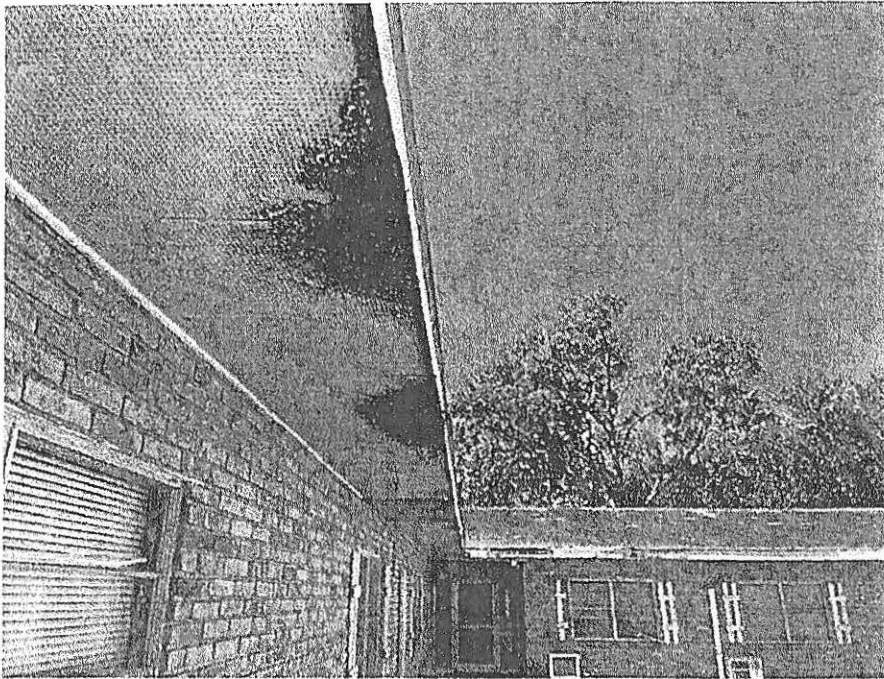
Sincerely,



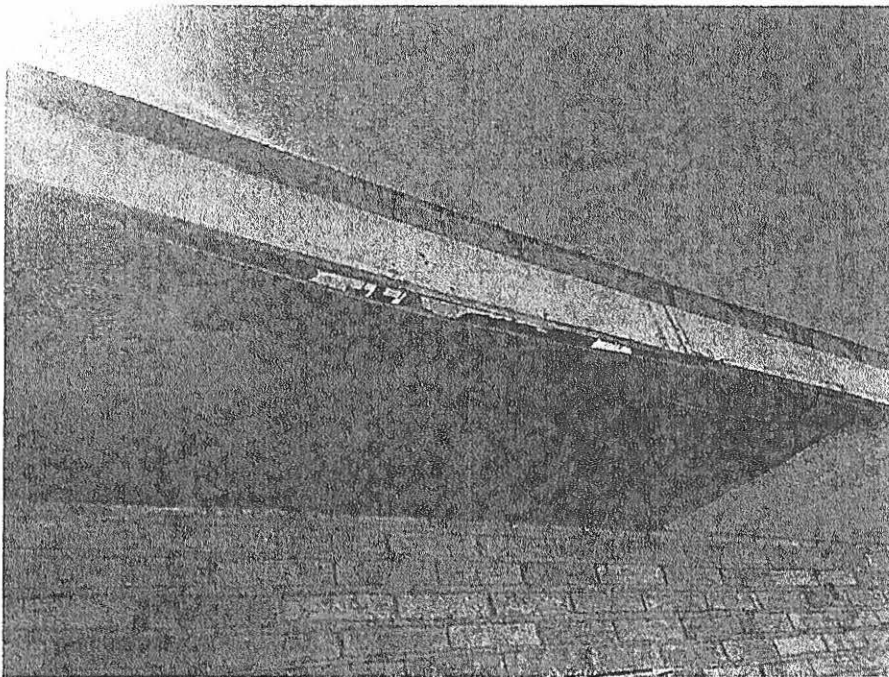
Rodney L. Richard, C.B. O.



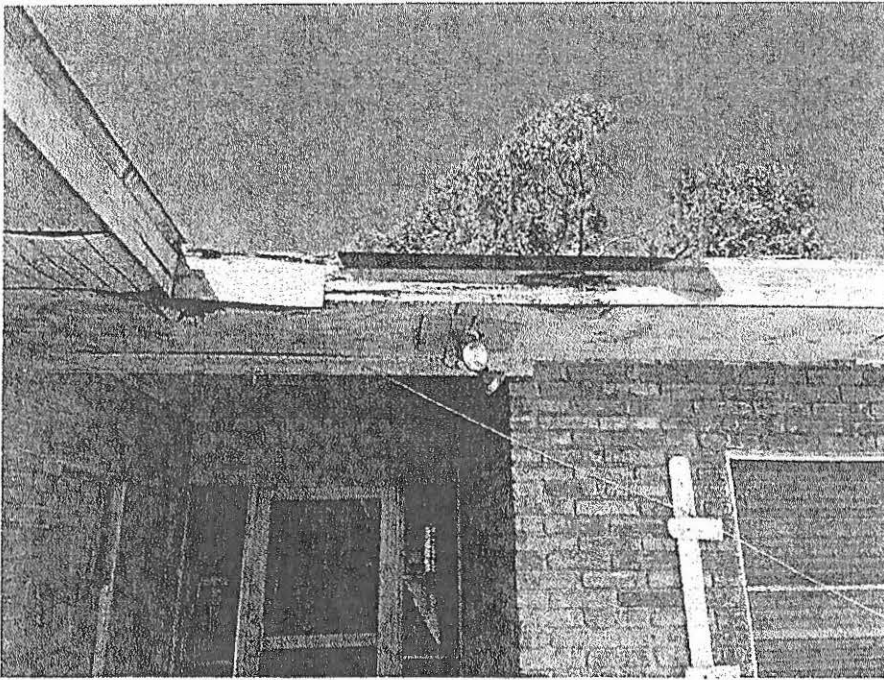
Picture taken April 28, 2022; fascia and roofing soffit severely rotten from damaged roof, allowing moisture into the interior causing rot and mold growth.



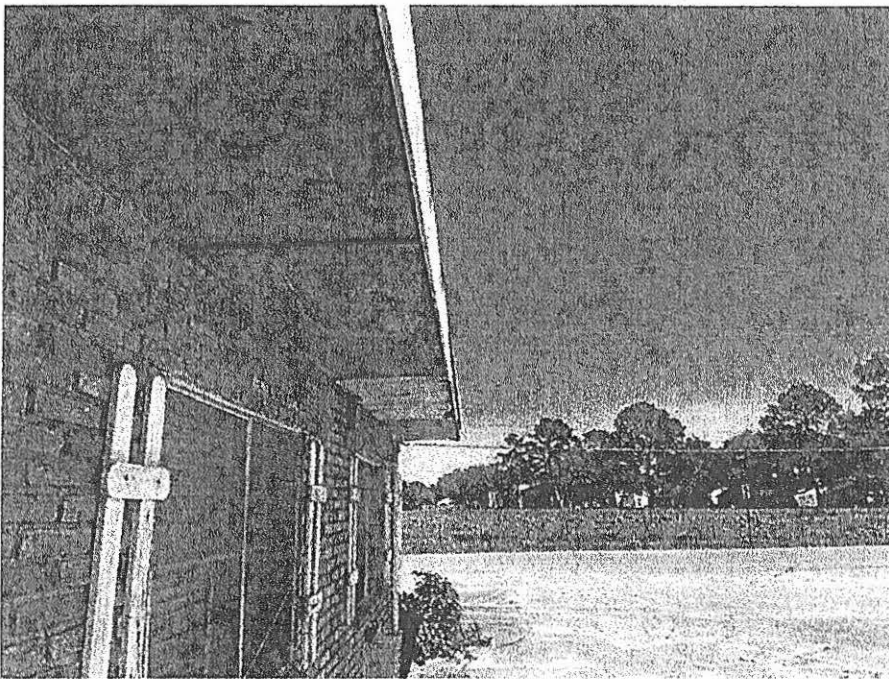
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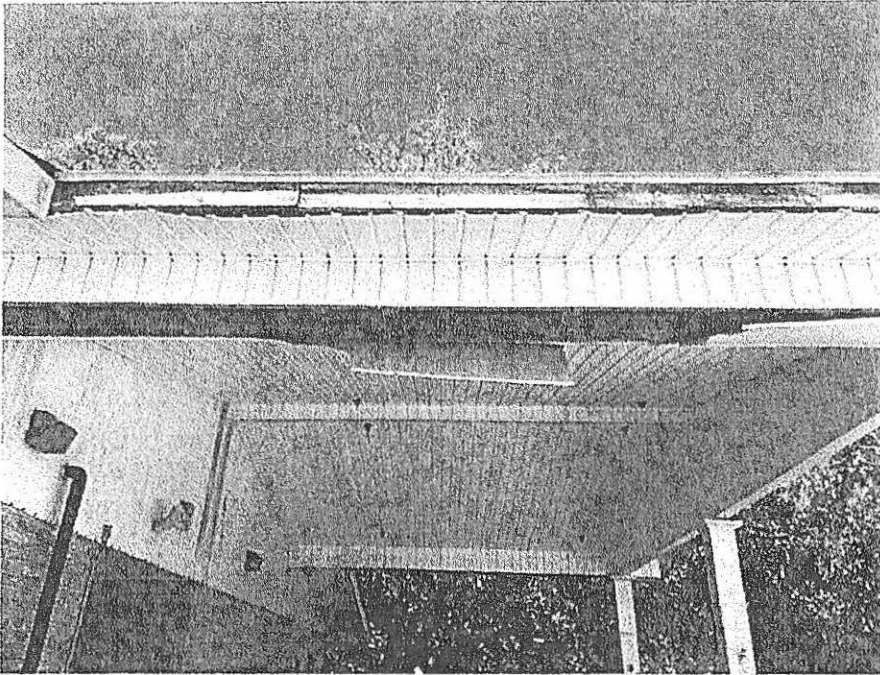
Picture taken April 28, 2022; fascia and soffit severely rotten from damaged roof, you can see daylight through the soffit, allowing moisture into the interior rot and mold growth



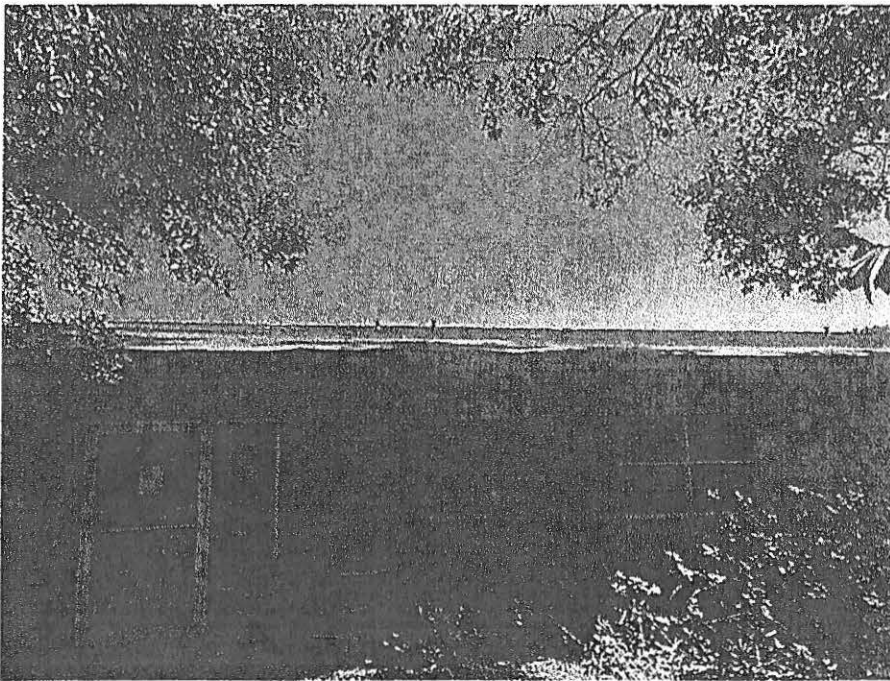
Picture taken April 28, 2022; fascia and soffit severely rotten from damaged roof, allowing moisture into the interior causing rot and mold growth.



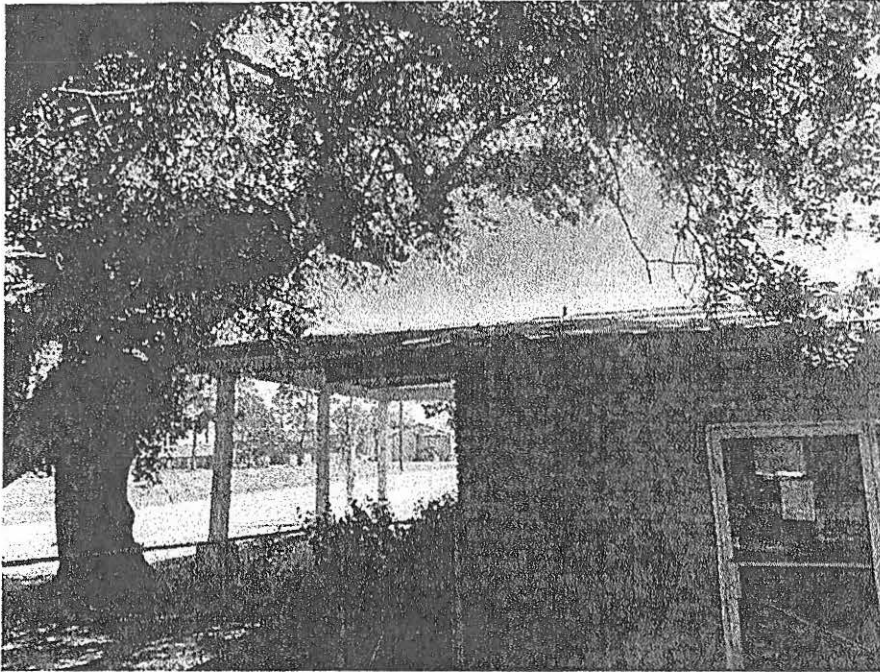
Picture taken April 28, 2022; fascia and soffit severely rotten from damaged roof, allowing moisture into the interior causing rot and mold growth, sections of rotten fascia and trim in the process of being replaced with plywood not rated for this type of use.



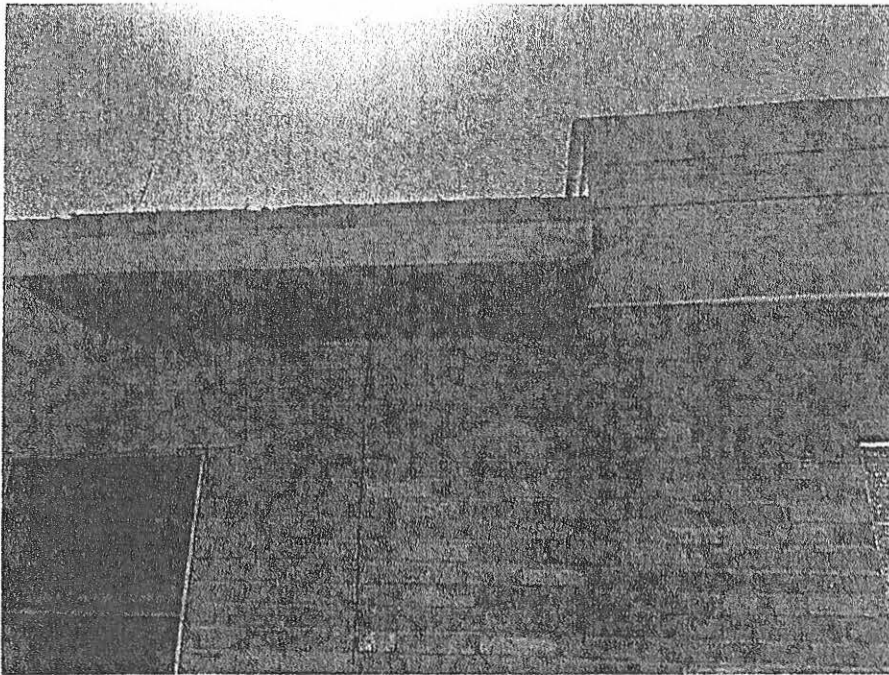
Picture taken April 28, 2022; fascia and vinyl trim falling off from damaged roof, allowing moisture into the interior causing rot and mold growth



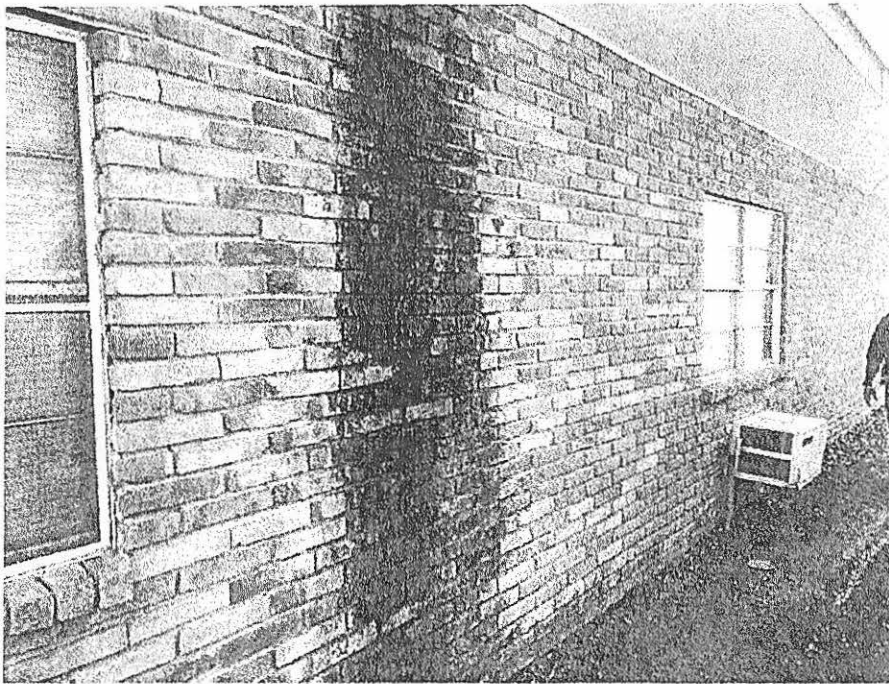
Picture taken April 28, 2022; fascia and soffit severely rotten from damaged roof, allowing moisture into the interior causing rot and mold growth



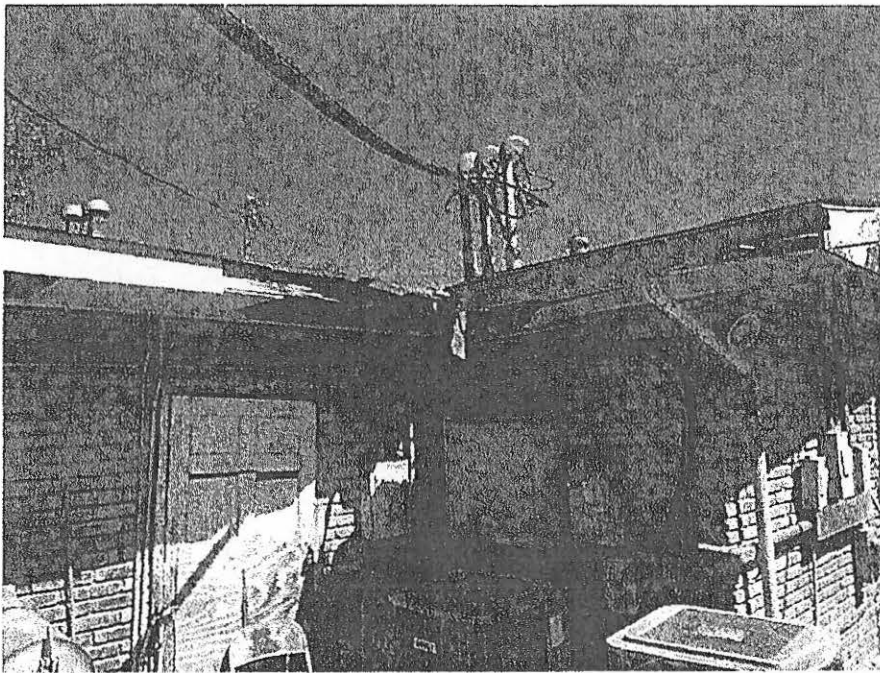
Picture taken April 28, 2022; fascia and soffit severely rotten from damaged roof, allowing moisture into the interior causing severe rot and mold growth



Picture taken April 28, 2022; fascia and soffit severely rotten from damaged roof, allowing moisture into the interior causing rot and mold growth



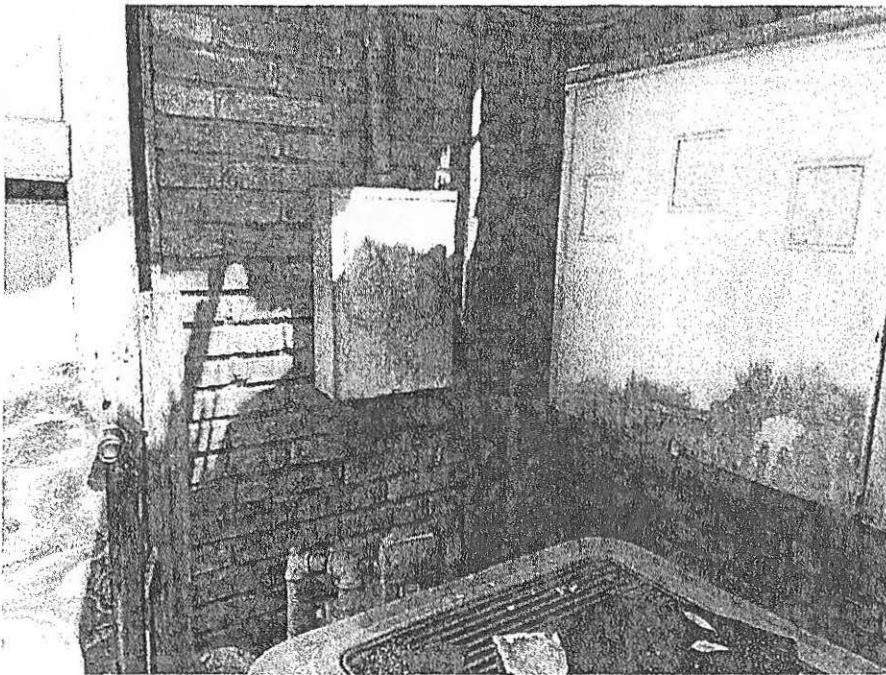
Picture taken April 28, 2022; algae growth on exterior walls from water leaking through roofing.



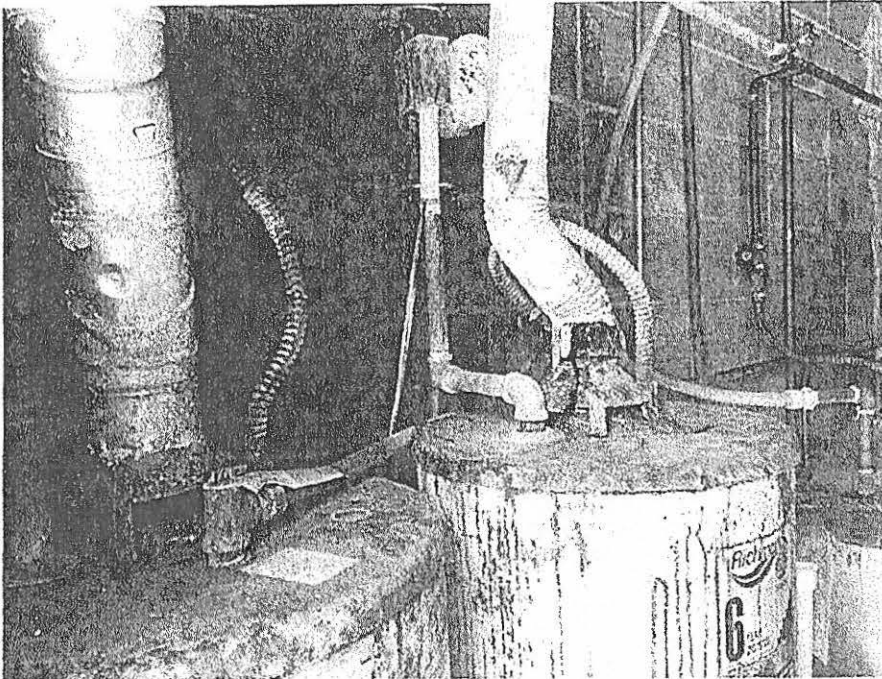
Picture taken April 28, 2022; fascia, soffit and roof severely rotten from damaged roof, allowing moisture on to the electrical boxes possibly causing damage the electrical supply to the building.



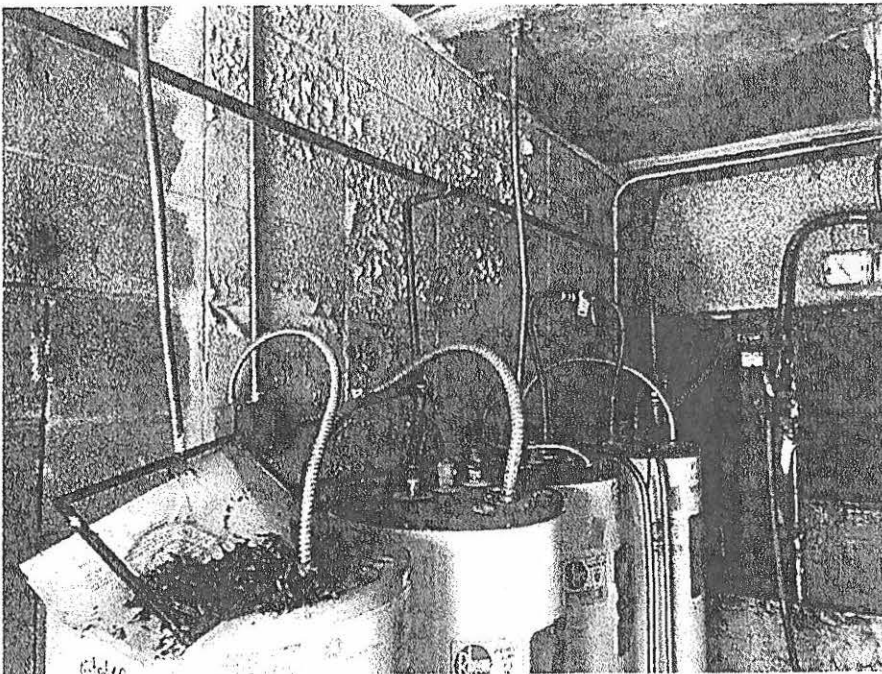
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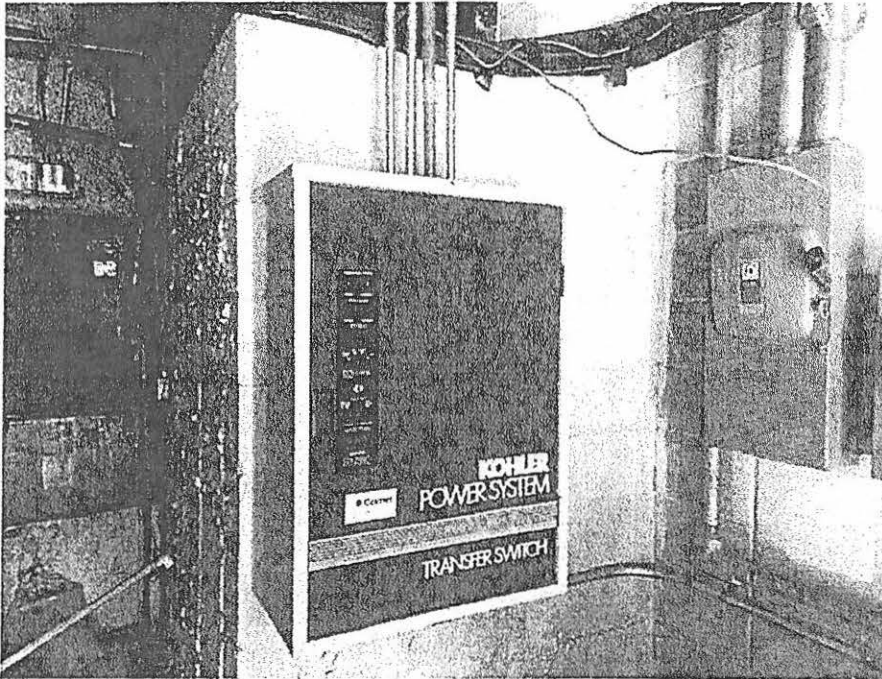
Picture taken April 28, 2022; Gas meter should not be located this close to electrical supply.



Picture taken April 28, 2022; hot water heater units severely rusted and corroded



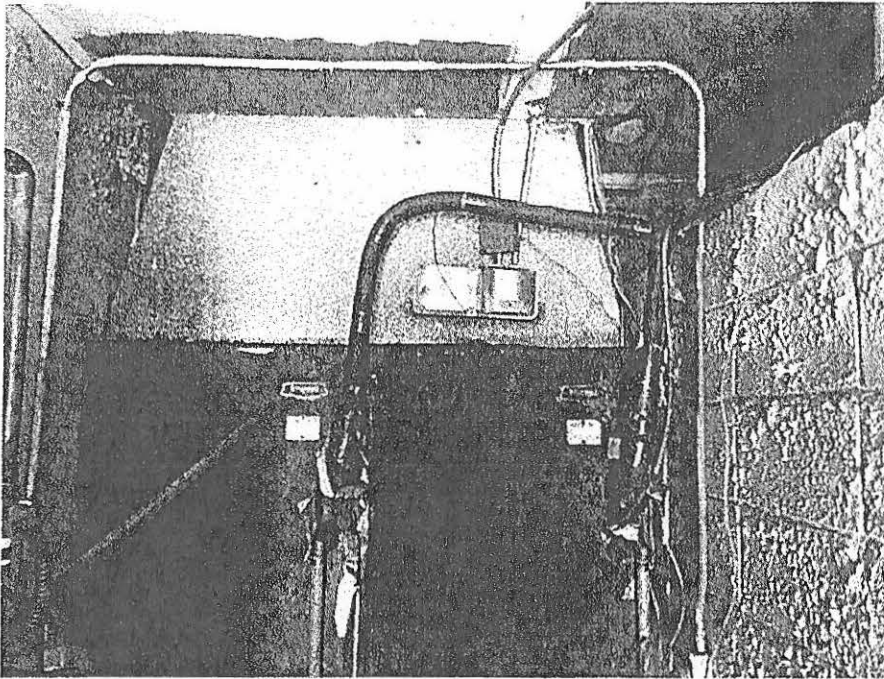
Picture taken April 28, 2022; excessive moisture in this equipment room.



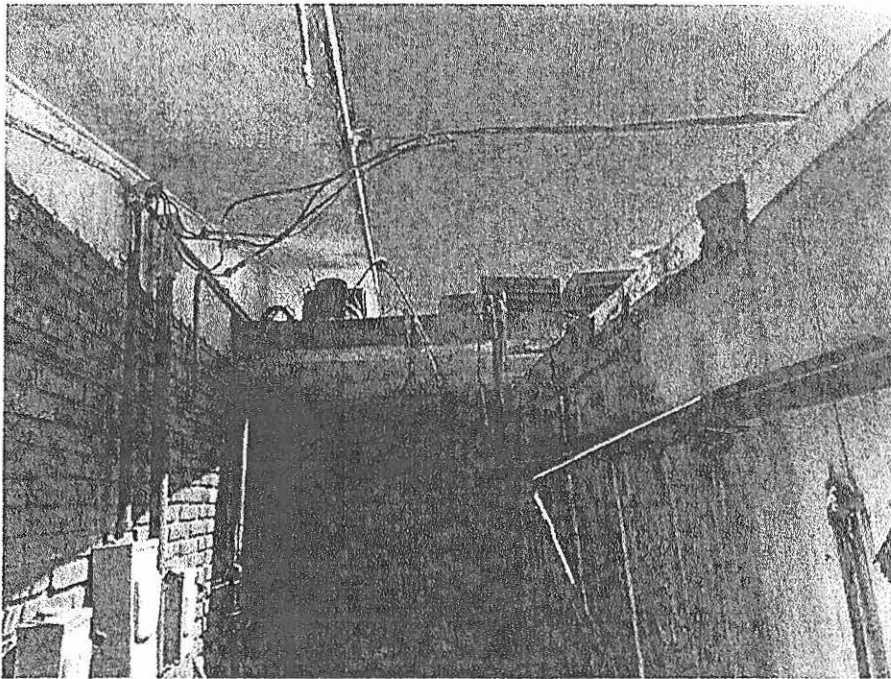
Picture taken April 28, 2022; Transfer switch for the generator outside that appears not be working.



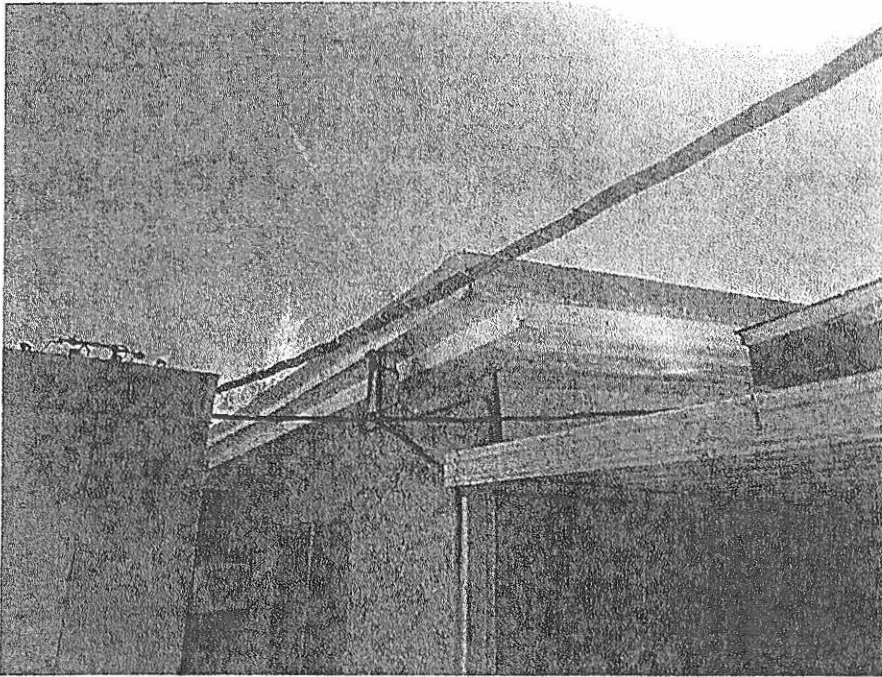
Picture taken April 28, 2022; roofing severely rotten and damaged from water, mold present throughout in equipment room.



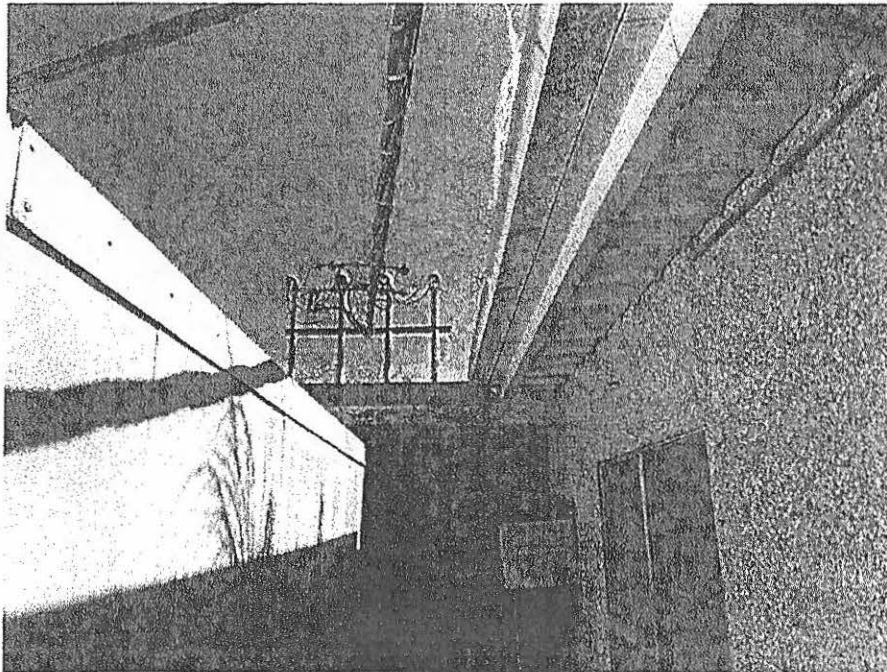
Picture taken April 28, 2022; Fire rating system that required severely damage due from excessive moisture.



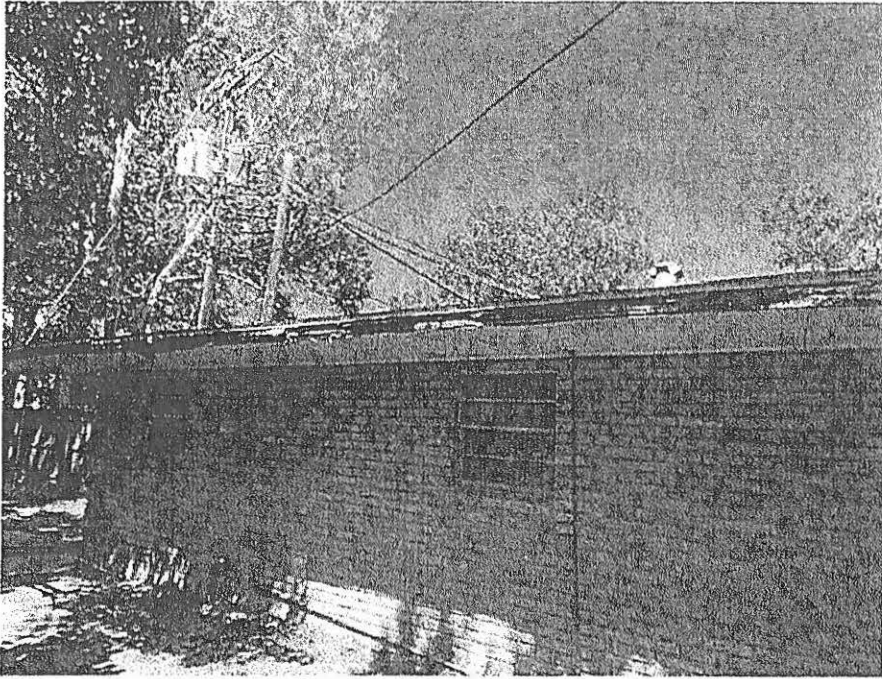
Picture taken April 28, 2022; electrical weather head not code compliant causing safety hazard. Mechanical condensers on top of roof appear to be damaged.



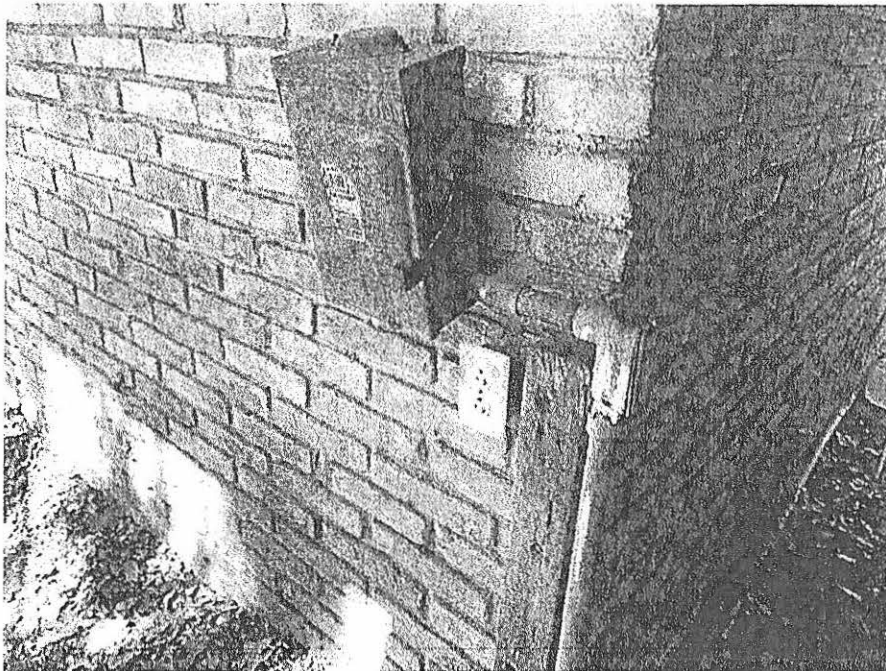
Picture taken April 28, 2022; exposed electrical lines running to close to the roof of the structure.



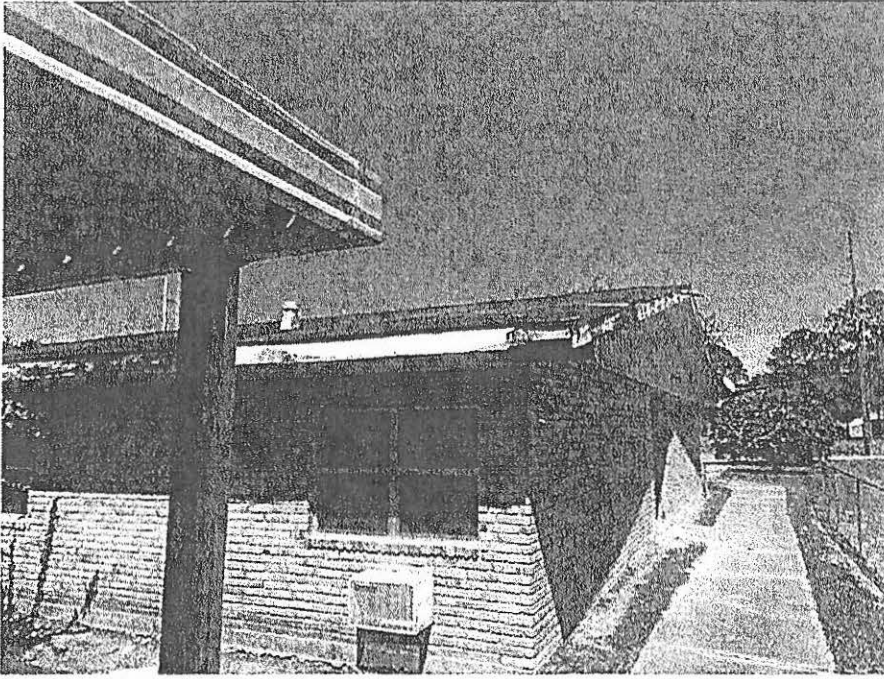
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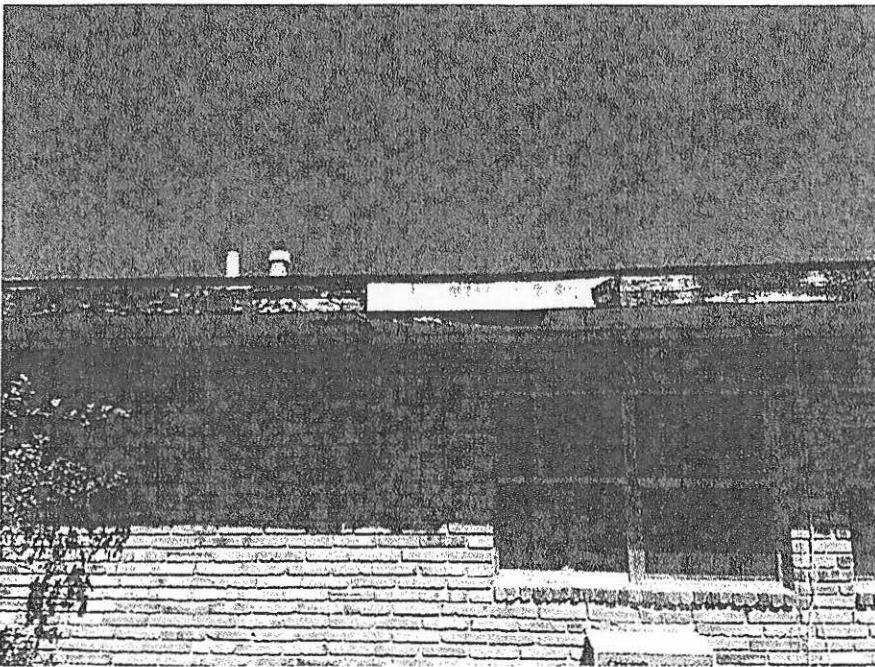
Picture taken April 28, 2022; fascia and soffit severely rotten from damaged roof, allowing moisture into the interior causing severe rot and mold growth



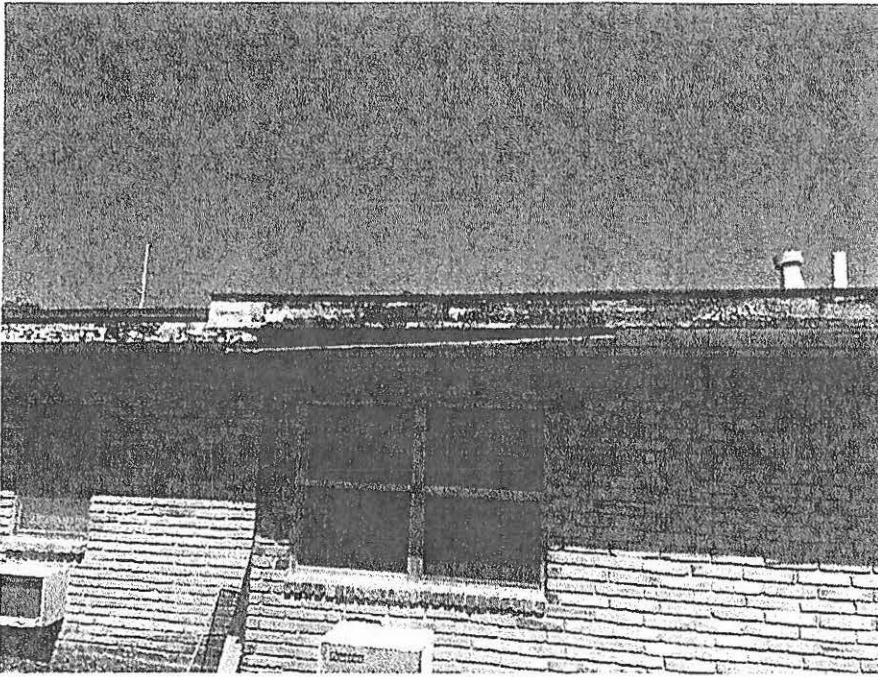
Picture taken April 28, 2022; electrical disconnect switch pulling away from the wall.



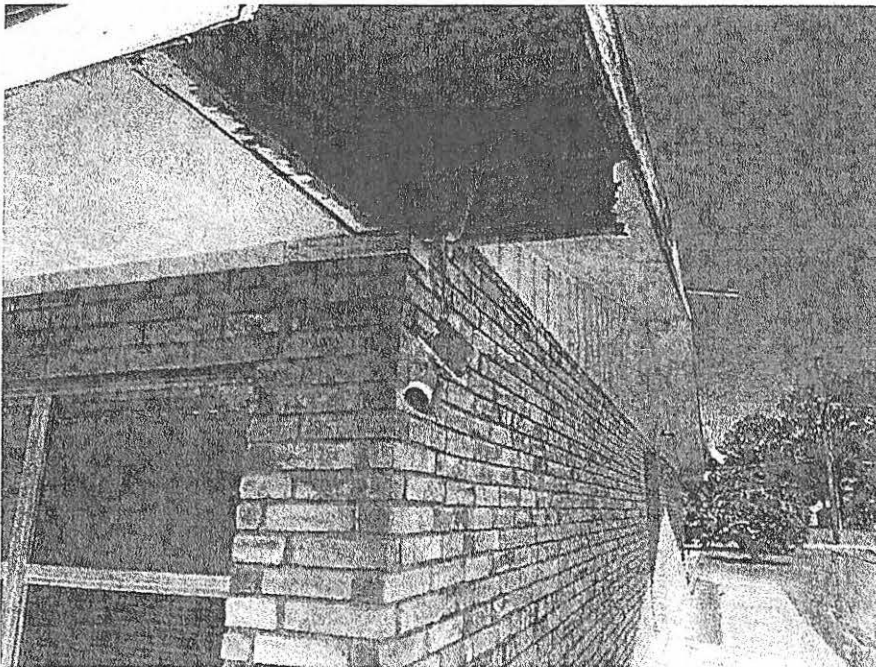
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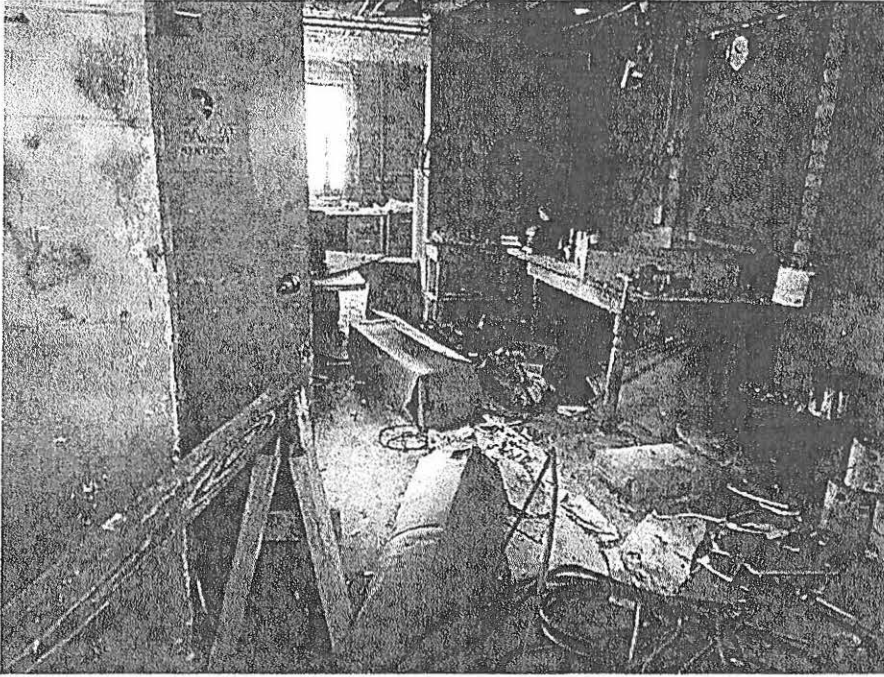
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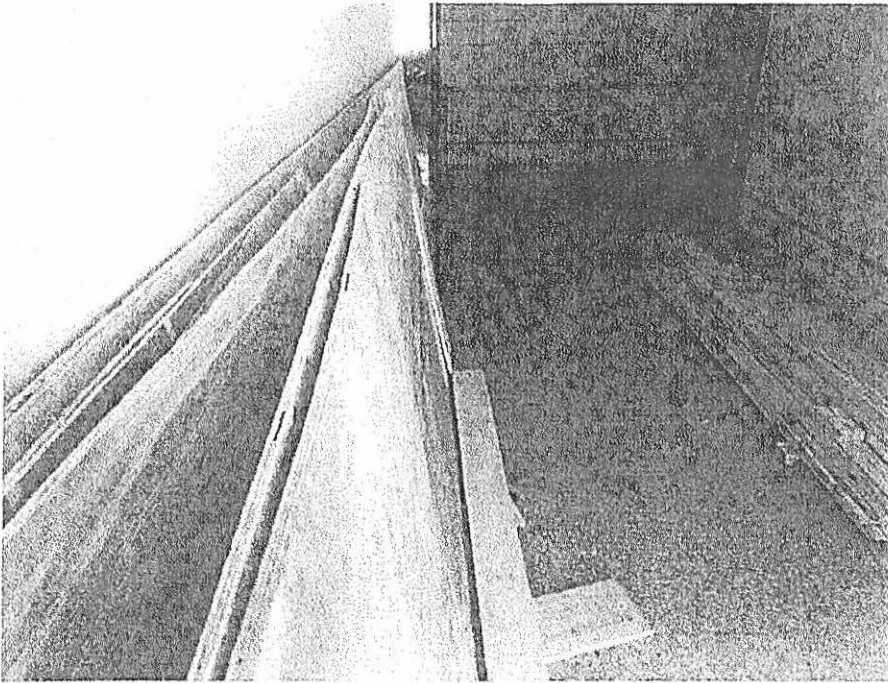
Picture taken April 28, 2022; fascia and soffit severely rotten from damaged roof, allowing moisture into the interior causing rot and mold growth, damaged security light outlet hanging from structure with exposed electrical wiring.



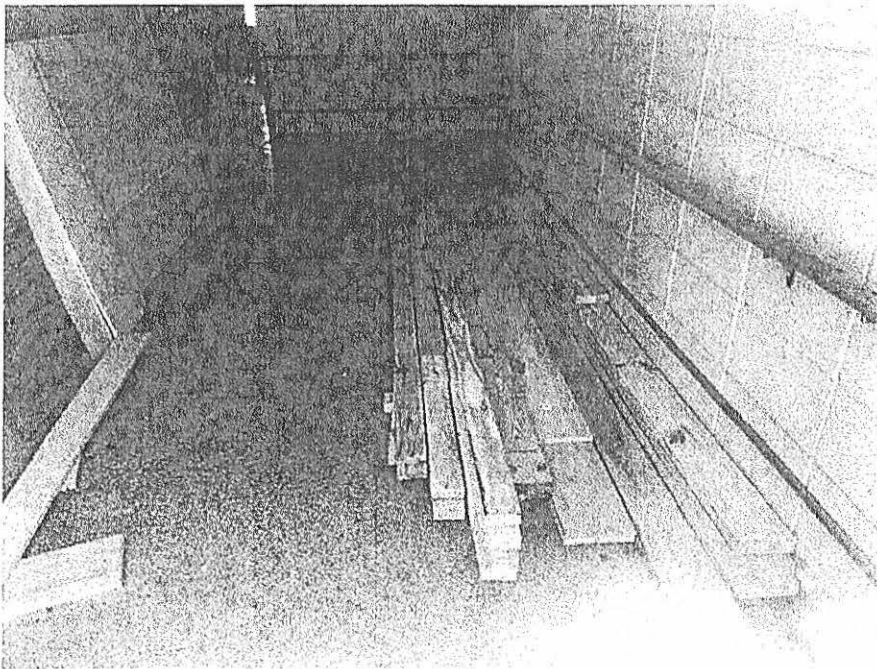
Picture taken April 28, 2022; interior of workshop area severely rotten and damaged, ceiling tiles falling from interior from moisture damaged leaking roof.



Picture taken April 28, 2022; Building materials stored in the interior of the structure for renovations.



Picture taken April 28, 2022; Building materials stored in the interior of the structure for renovations.



Picture taken April 28, 2022; Building materials stored in the interior of the structure for renovations.

ACADIANA CONCERN FOR AIDS
RELIEF, EDUCATION, AND SUPPORT,
INC.

DOCKET NO. C-706-22
31ST JUDICIAL DISTRICT COURT

VERSUS

JEFFERSON DAVIS PARISH,

CITY OF JENNINGS

STATE OF LOUISIANA

CONSENT MOTION AND JUDGMENT

NOW INTO COURT, by agreement and consent, comes Plaintiff, ACADIANA CONCERN FOR AIDS RELIEF, EDUCATION, AND SUPPORT, INC. ("CARES") and Defendant, CITY OF JENNINGS (the "City"), who move for the entry of a judgment as set forth herein.

Considering the foregoing and with the consent of all Parties:

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Petition for Nullity, Temporary Restraining Order, Preliminary Injunction, and Permanent Injunction or Alternatively Damages ("Petition") filed by Plaintiff, CARES, is hereby **GRANTED**;


IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the "condemnation order" referenced in the Petition is hereby declared **NULL** and **VOID** and is **VACATED** and **SET ASIDE**;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the City is hereby **PERMANENTLY ENJOINED** from demolishing the property bearing the municipal address 203 South Louise Street Jennings, Louisiana 70546 under the "condemnation order" referenced in the Petition; the City reserves the right to re-initiate condemnation proceedings pursuant to a properly issued and noticed condemnation order.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that each party is to bear its own costs of court.

Signed this 31st day of January, 2023 at 8:55 o'clock, a. m. at Jennings

Louisiana.


DISTRICT JUDGE
STEVE GUNNELL

PLEASE NOTIFY
All parties via U.S. Mail

Jefferson Davis
Richard Arceneaux
Suit# C-706-22
E-Filed on: 1/30/23 11:52 AM
of Pages:2

Shawntel Lopez

From: Jennings Mayor
Sent: Monday, March 6, 2023 3:05 PM
To: Shawntel Lopez; City Inspector
Cc: Mack Hessifer; Derek Bisig
Subject: FW: Acadiana Cares Public Records Request

Phil/Shawntel,
Please see the email below and update iworqs..

Thanks
HG

From: Martin, Erica <emart19@entergy.com>
Sent: Monday, March 6, 2023 2:22 PM
To: Jennings Mayor <mayor@cityofjennings.com>
Cc: Ceasar, Lorena Bellow <LCEASAR@entergy.com>; Derek Bisig <dbisig@cityofjennings.com>; Mack Hessifer <mhessifer@cityofjennings.com>
Subject: Re: Acadiana Cares Public Records Request

Mayor,

Our foreman went back to the location to talk about the connection you mentioned. He is going to open the transformer to make it a safer situation. This would put the property owner into a temporary disconnect until repairs to the building have been made. And at that point, they would need permitting from the city to reconnect. So that is the status we are in currently. Will let you know as I have updates. Sending this inspection report to the foreman also.

Get [Outlook for iOS](#)

From: Jennings Mayor <mayor@cityofjennings.com>
Sent: Monday, March 6, 2023 2:10:03 PM
To: Martin, Erica <emart19@entergy.com>
Cc: Ceasar, Lorena Bellow <LCEASAR@entergy.com>; Derek Bisig <dbisig@cityofjennings.com>; Mack Hessifer <mhessifer@cityofjennings.com>
Subject: FW: Acadiana Cares Public Records Request

EXTERNAL SENDER. DO NOT click links, or open attachments, if sender is unknown, or the message seems suspicious in any way. DO NOT provide your user ID or password.

Erica,

Please see current images in attachments #1 & #2. To date, no repairs have been made to the electrical connection.

Henry Guinn
Mayor

Derek A. Bisig
CITY ATTORNEY

Henry Guinn
MAYOR

Chad Crochet
CITY CLERK



Date: 03/31/2023

Property Address and Description:

LOUISIANA GUEST HOUSE, INC.
C/O ACADIANA CONCERN FOR AIDS RELIEF
809 MARTIN LUTHER KING JR. DRIVE
LAFAYETTE, LA 70501

Lot(s) _____ Block 13
Subdivision: CUTTING ADD
Address: 203 S LOUISE ST

To Whom It May Concern:

Please be advised that I am writing you on behalf of the City of Jennings regarding the above referenced property. You are listed as the current owner or caretaker on the tax rolls of Jefferson Davis Parish. The building, structure and/or home located on the above referenced property has been declared unsafe and in need of condemnation by the City of Jennings.

As per LA R.S. 33:4761, et seq., please allow this letter to serve as formal notice to you that your presence is requested on MAY 9, 2023 at the regular meeting of the City Council. The purpose of this meeting is to give you an opportunity to show cause why the building, structure and/or home should not be condemned. The meeting will be held at the City of Jennings Council Chambers, 154 N. Main St. and will begin promptly at 5:30 p.m.

Should you have any questions or need any additional information, please do not hesitate to call me at the above telephone number or the City Inspector, Phillip Arceneaux at (337) 821-5500 Ext 400.

Sincerely,

Phillip Arceneaux
City Inspector
PA/dln

Henry Guinn
Mayor
City of Jennings

Derek A. Bisig
CITY ATTORNEY

Henry Guinn
MAYOR

Chad Crochet
CITY CLERK



Date: 06/27/2023

Property Address and Description:

LOUISIANA GUEST HOUSE, INC.
C/O ACADIANA CONCERN FOR AIDS RELIEF
809 MARTIN LUTHER KING JR. DRIVE
LAFAYETTE, LA 70501

Lot(s) _____ Block 13
Subdivision: CUTTING ADD
Address: 203 S LOUISE ST

To Whom It May Concern:

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As per LA R.S. 33:4761, et seq., please allow this letter to serve as formal notice to you that your presence is requested on JULY 11, 2023 at the regular meeting of the City Council. The purpose of this meeting is to give you an opportunity to show cause why the building, structure and/or home should not be condemned. The meeting will be held at the City of Jennings Council Chambers, 154 N. Main St. and will begin promptly at 5:30 p.m.

Should you have any questions or need any additional information, please do not hesitate to call me at the above telephone number or the City Inspector, Phillip Arceneaux at (337) 821-5500 Ext 400.

Sincerely,

Phillip Arceneaux
City Inspector
PA/dln

Henry Guinn
Mayor, City of Jennings

REGULAR MEETING

July 11, 2023

The Regular Meeting of the Jennings City Council was convened on the 11th day of July, 2023 at 5:30 p.m. in the Jennings City Council Chambers, 154 N. Main Street, Jennings, Louisiana with President Stephen VanHook and a quorum present.

Jennings City Council Members present: Carolyn Simon, District A; Johnny Armentor, District B; Clifton LeJeune, District C; Stephen VanHook, District E

Jennings City Council Members Absent: Anthony LeBlanc, District D

The Prayer was led by Ms. Simon and Pledge of Allegiance was led by Mr. Armentor.

It was moved by Mr. Armentor, seconded by Ms. Simon and carried by unanimous yeas of voice vote of those in attendance to **APPROVE** the Minutes of the June 22, 2023 Special Meeting.

Resolution No. 1800A – a resolution authorizing the mayor to correct a clerical error on the Pay Plan for fiscal year July 1, 2023 to June 30, 2024. It was motioned by Mr. LeJeune and seconded by Mr. Armentor to introduce and adopt Resolution No. 1800A. Mayor Henry Guinn stated that the budget had the correct hourly rate for Tupper Museum part time employees. However, their rate should have been updated to \$10.00 per hour on the pay plan. This resolution would clarify and authorize the correction on the pay plan. After no public comments or questions, it was carried by unanimous yeas of roll call voice vote of those in attendance to **INTRODUCE & ADOPT** Resolution No. 1800A.

Ordinance No. 1801 – an ordinance authorizing the City of Jennings to annex immovable property into the Sunshine Addition; and repealing all ordinances or parts of ordinances in conflict therewith. It was motioned by Mr. Armentor and seconded by Ms. Simon to introduce Ordinance No. 1801. Mayor Henry Guinn stated that Old River has requested to be annexed by the City. Mayor Guinn explained that this will be a new 18-wheeler dealership. After no other questions or comments, it was carried by unanimous yeas of roll call voice vote of those in attendance to **INTRODUCE** Ordinance No. 1801.

Next was to elect the City Council President for Fiscal Year 2023-2024. It was motioned by Mr. Armentor, seconded by Mr. LeJeune and carried by unanimous yeas of voice vote of those in attendance to **RE-ELECT** Mr. Stephen VanHook as Jennings City Council President for fiscal year beginning July 1, 2023 and ending June 30, 2024.


It was motioned by Mr. Armentor and seconded by Mr. LeJeune to authorize the mayor to enter into a lease agreement with Blackwater Gun Company, LLC. Mr. Rusty Sonnier, owner of Blackwater Gun Company, LLC, explained that this lease would enable his company to provide public training courses including gun safety as well as technical services to law enforcement in a controlled environment. Mayor Guinn explained that the lease involved a shooting range owned by the City. Mr. Sonnier stated that his company has committed to maintaining the property. After a few comments and questions, it was carried by unanimous yeas of voice vote of those in attendance to **AUTHORIZE** the mayor to enter into a lease agreement with Blackwater Gun Company, LLC.

Mayor Henry Guinn gave a brief update concerning the permanent closure of North Avenue as a result of the Water Plant expansion project. No council action was taken.

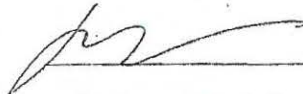
Mr. LeJeune motioned and Ms. Simon seconded to discuss the demo & cleanup of the property located at 203 S. Louise St. belonging to Louisiana Guest House, Inc. (Acadiana Concern for Aids Relief). The structure has been declared unsafe and in need of condemnation. Michael Adley, attorney for Acadiana Concern for Aids Relief, addressed the Council about this property. Mr. Adley explained that the organization is currently trying to sell the property. Mr. Adley stated that the property was currently being used for storage. Mayor Guinn explained that this property would need to be brought up to code before the electrical could be turned back on. Mayor Guinn also explained that the property may require rezoning depending on its intended use when sold. After much discussion and comments, it was moved by Mr. LeJeune and seconded by Ms. Simon and carried by unanimous yeas of voice vote of those in attendance to refer the property at 203 S. Louise St. to the Mayor's office for continued follow up as well as a request for the representative's presence at the September 12, 2023 meeting.

With no further business on the agenda, it was moved by Mr. LeJeune, seconded by Mr. Armentor and carried by unanimous yeas of voice vote of those in attendance to ADJOURN this Regular Meeting on July 11, 2023 of the Jennings City Council at 6:17 p.m.

ATTEST:



Chad Crochet, Secretary
Jennings City Council



Stephen VanHook, President
Jennings City Council

received this electronic transmission in error, please notify us by return email at the address shown or by telephone at 337-821-5500 and destroy this transmission immediately. Thank you.

Begin forwarded message:

From: Michael Adley <MichaelAdley@gibsonlawpartners.com>
Date: August 31, 2023 at 3:43:49 PM CDT
To: Derek Bisig <dbisig@cityofjennings.com>
Cc: Clarissa Long <ClarissaLong@gibsonlawpartners.com>, Michelle Neef <MichelleNeef@gibsonlawpartners.com>
Subject: 203 South Louise St

Derek,

We received some interest in the property but none of the interest turned into an offer. So after much deliberation, the CARES Board voted to demolish the property. We received a bid (see attached) and plan to proceed.

In light of this, please let me know if this matter can be removed from the agenda for the council meeting on September 12, 2023.

Thanks.

Michael Adley

Michael O. Adley
Gibson Law Partners, LLC
2448 Johnston Street
Lafayette, LA 70503
PO Box 52124
Lafayette, LA 70505
Phone: 337-761-6033
Fax: 337-761-6061
E-mail: MichaelAdley@GibsonLawPartners.com
Website: <http://www.gibsonlawpartners.com>

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Proposal ALTON

BIENVENU CONSTRUCTION CO. INC.

ATTN: ALTON

3910 Cameron Street, Bldg. G

Lafayette, LA 70506

Office Phone & Fax (337) 406-9190

Email: marty@bienvenuconst.com

General and Electrical Contracting
Louisiana State Contractors #33543
(Building & Electrical)

| | | |
|---|---|-------------------------|
| Proposal Submitted To: <u>ACADIANA CARES</u> | Phone: <u>337-233-2437</u> | Date: <u>8/31/23</u> |
| Street: | Job Name: <u>JENNINGS GUEST HOME</u> | |
| City, State, Zip Code: <u>LAFAYETTE, LA</u> | Job Location: <u>203 SOUTH LOUISE ST. JENNINGS, LA</u> | |
| Architect: <u>N/A</u> | Date of Plans: <u>3/29/12</u> | E-Mail Address: |

We hereby submit specifications and estimates for:

AS PER THE ATTACHED SITE PLANS - JENNINGS GUEST HOUSE -
APPROX 35,329 SQUARE FEET

| | |
|--|-------------------------------------|
| <u>1) DEMO + HAUL OFF ENTIRE BUILDING FROM THE SLAB UP</u> | <u>- \$ 158,940⁰⁰</u> |
| <u>2) DEMO + HAUL OFF THE SLAB IN ITS ENTIRETY</u> | <u>- \$ 52,984⁰⁰</u> |
| <u>3) MISC DIRT WORK + LOT LEVELING AFTER ALL DEMO IS DONE</u> | <u>- \$ 6,500⁰⁰</u> |
| <u>4) MISC. SUPERVISION, COORDINATION, PERMITS, UTILITIES</u> | |
| <u>DISCONNECT + CAP OFF</u> | <u>ALLOW \$ 10,000⁰⁰</u> |
| <u>5) ALLOW - APPROX - FOR OVERHEAD COSTS</u> | <u>\$ 6,500⁰⁰</u> |
| <u>6) ALLOW - APPROX - FOR PROFIT</u> | <u>\$ 10,500⁰⁰</u> |
| <u>TOTAL</u> | <u>\$ 245,424⁰⁰</u> |

NOTE: BUILDINGS WOULD HAVE TO BE EMPTIED OUT PRIOR TO
ANY WORK BEING DONE

We propose hereby to furnish material and labor complete in accordance with above specifications, for the sum of:

Payment to be made as follows:

All material is guaranteed to be specified. All work to be completed in a manner conforming with specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other CASUALTY INSURANCE. Our workers are fully covered by Workers Comp. Insurance.

Authorized: *Marty Bienvenu*

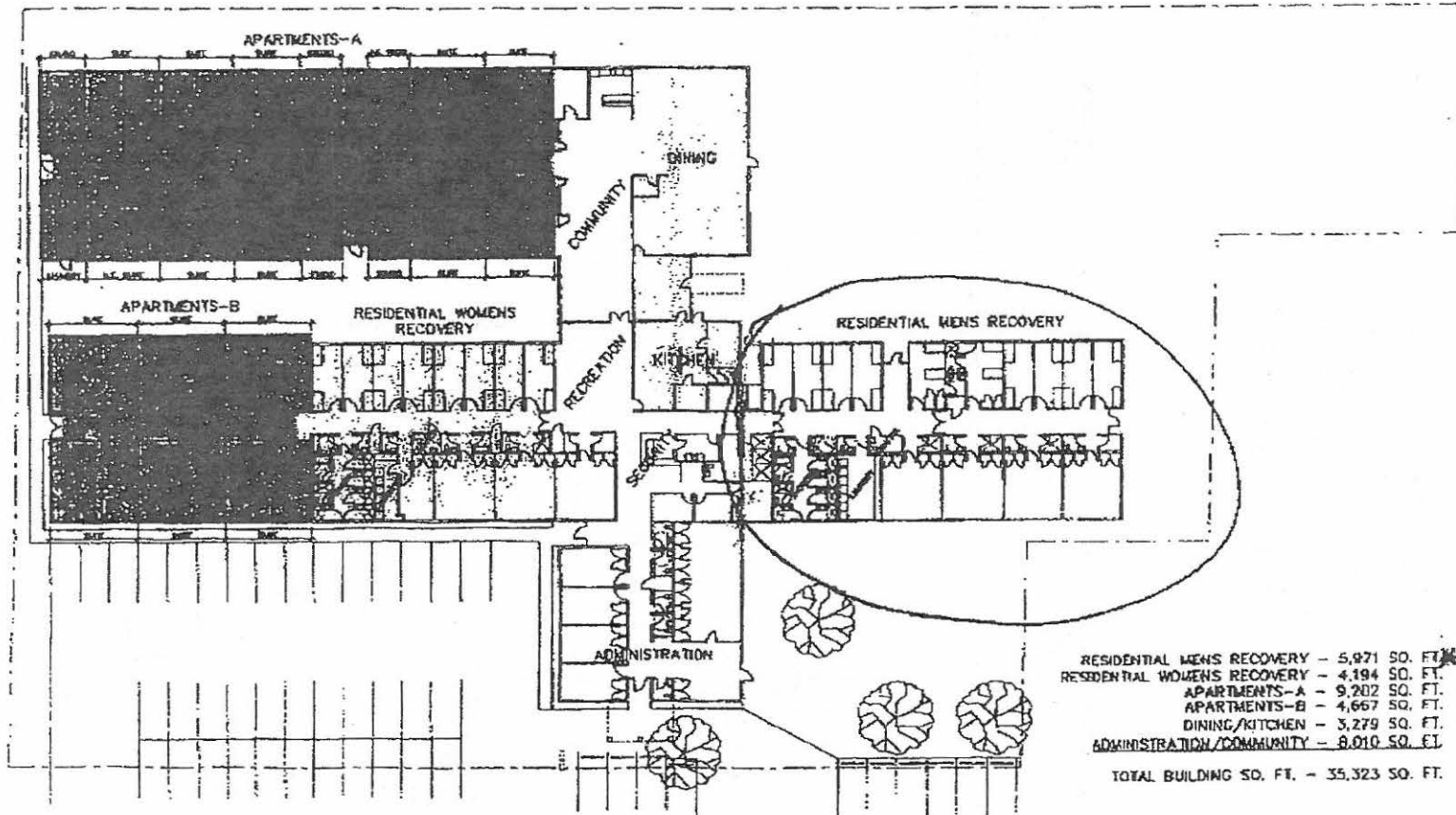
Note: This proposal may be withdrawn by us if not accepted with-in 30 days

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Signature: _____

Date of Acceptance: _____



| | |
|-------------------------------|-------------------------|
| RESIDENTIAL MENS RECOVERY | - 5,971 SQ. FT. |
| RESIDENTIAL WOMENS RECOVERY | - 4,194 SQ. FT. |
| APARTMENTS-A | - 9,202 SQ. FT. |
| APARTMENTS-B | - 4,667 SQ. FT. |
| DINING/KITCHEN | - 3,279 SQ. FT. |
| ADMINISTRATION/COMMUNITY | - 8,010 SQ. FT. |
| TOTAL BUILDING SQ. FT. | - 35,323 SQ. FT. |

1 SITE PLAN

0 1" = 32'



COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CONSTRUCTION

JENNINGS QUEST HOUSE

3-20-12

SCALE OF 1/8" = 1'-0"

DATE: 12/30/11

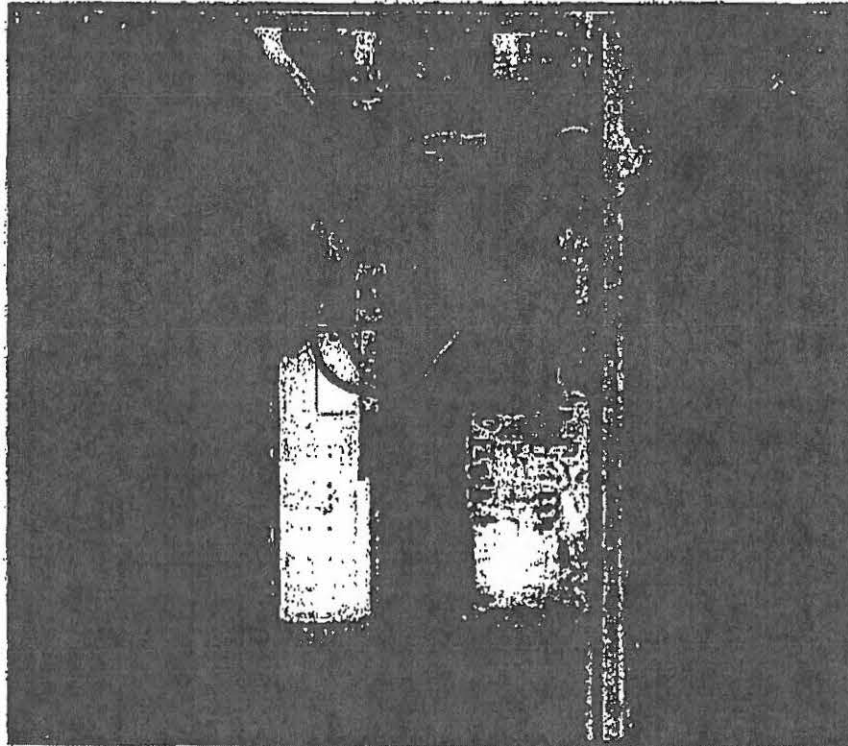
BY: [Signature]

PROJECT NO: 8071.0



VALLEY

SUBJECT PROPERTY
Aerial View



203 S. Louise Street, Jennings, LA 70546
September 13, 2011

- 21 -

by return email at the address shown or by telephone at 337-821-5500 and destroy this transmission immediately.
Thank you.

On Sep 8, 2023, at 10:46 AM, Michael Adley <MichaelAdley@gibsonlawpartners.com> wrote:

Derek,

Yes, it is planned for mid-November. CARES is going to begin moving everything out of the building.

Please let me know if the council will be removing the property from the agenda.

Thanks.

Michael Adley

Michael O. Adley
Gibson Law Partners, LLC
2448 Johnston Street
Lafayette, LA 70503
PO Box 52124
Lafayette, LA 70505
Phone: 337-761-6033
Fax: 337-761-6061
E-mail: MichaelAdley@GibsonLawPartners.com
Website: <http://www.gibsonlawpartners.com>

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From: Derek Bisig <dbisig@cityofjennings.com>
Sent: Tuesday, September 5, 2023 8:57 AM
To: Michael Adley <MichaelAdley@gibsonlawpartners.com>
Cc: Clarissa Long <ClarissaLong@gibsonlawpartners.com>; Michelle Neef <MichelleNeef@gibsonlawpartners.com>
Subject: Re: 203 South Louise St

Michael,

Do we have a timeframe for demo to begin? The council has agreed to move the property off of the agenda if they can get some date.

Thank you for everything,

Derek

Derek A. Bisig

City Attorney

| | | | | | | |
|---|--------------|-----------|--|--|------------------|--|
| Listing Firm _____ | | | Selling Firm _____ | | | |
| Seller's Designated Agent Name & License Number _____ | | | <input type="checkbox"/> Dual Agent | Buyer's Designated Agent Name & License Number _____ | | |
| Brokerage Name & License Number _____ | | | Brokerage Name & License Number _____ | | | |
| Phone Number _____ | Office _____ | Fax _____ | Phone Number _____ | Office _____ | Fax _____ | |
| Email Address _____ | | | Email Address _____ | | | |
| Delivered by Designated Agent to _____ | | | Day _____ | Date _____ | Time _____ AM/PM | |
| Comments _____ | | | | | | |
| Received by Designated Agent _____ | | | Day _____ | Date _____ | Time _____ AM/PM | |

LOUISIANA RESIDENTIAL AGREEMENT TO BUY OR SELL

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28

Date: 10-13-2023

PROPERTY DESCRIPTION: I/We offer and agree to Buy/Sell the property at:

(Municipal Address) 203 S Louis St
 City Jennings : Zip 70546 Parish Jeff Davis : Louisiana,
 (Legal Description) Por. 100'S of NE COR. BK13 Contain. AND 5310' W 235.5' N 440' E 70.9' S 73.8'
Eq. 6 556.2 E 70' TO Bgn. on lands and grounds measuring approximately _____

or as per record title: including all buildings, structures, component parts, and all installed, built-in, permanently attached improvements, together with all fences, security systems, all installed speakers or installed sound systems, all landscaping, all outside TV antennas, all satellite dishes, all installed and/or built-in appliances, all ceiling fans, all air conditioning or heating systems including window units, all bathroom mirrors, all window coverings, blinds and associated hardware, all shutters, all flooring, all carpeting, all cabinet tops, all cabinet knobs or handles, all doors, all door knobs or handles, all windows, all roofing, all electrical systems, and all installed lighting fixtures, chandeliers and associated hardware. other constructions permanently attached to the ground. If owned by the SELLER prior to date of this Agreement, standing timber, unharvested crops and ungathered fruits of trees on the property shall be conveyed to the BUYER. The following movable items here remain with the property, but are not to be considered as part of the Sale Price and have no value: _____

N/A

All items listed herein are included in the property sold no matter how they are attached or installed, provided that any or all of these items are in place at the time of signing of this Agreement to Buy or Sell (the "Agreement"), unless otherwise stated herein. (All of the above contained in lines 5 through 22 are collectively referred to herein as the "Property.") The following items are excluded from the Property sold:

N/A

BUYER S Initials

SELLER S Initials



203 S Louise St Terremun LA 70546 10-13-23
Property address, street, city, state, zip Date

29 **MINERAL RIGHTS:** If the SELLER transfers any mineral rights, they are to be transferred without warranty,
30 0 % mineral rights owned by the SELLER are to be reserved by the SELLER and the SELLER shall waive
31 any right to use the surface for any such reserved mineral activity or use.

32
33 **PRICE:** The Property will be sold and purchased subject to title and zoning restrictions, servitudes of record, and
34 law or ordinances affecting the Property for the sum of _____
35 Dollars (\$ 60,000) (the "Sale Price").

36
37 **ACT OF SALE:** The Act of Sale is to be executed before a settlement agent or Notary Public to be chosen by the
38 BUYER, on December 15, 2023, or before if mutually agreed upon. Any change of the date
39 for execution of the Act of Sale must be mutually agreed upon in writing and signed by the SELLER and the
40 BUYER. At closing, the BUYER must provide "good funds" as required by Louisiana statute LA R.S. 22:22 512 et
41 seq.

42
43 **OCCUPANCY:** Occupancy/possession and transfer of keys/access is to be granted at Act of Sale unless mutually
44 agreed upon in writing.

45
46 **CONTINGENCY FOR SALE OF BUYER'S OTHER PROPERTY:**

47 This sale is contingent on the sale of other property by the BUYER and the contingency language found
48 either in lines 302-307 or the attached addendum shall apply.

49 This sale is not contingent upon the sale of other property by the BUYER nor is the loan needed by the
50 BUYER to obtain the Sale Price contingent on the BUYER'S sale of any property

51
52 **FINANCING:**

53 **ALL CASH SALE:** The BUYER warrants the BUYER has cash readily available to close the sale of this
54 Property.

55 **FINANCED SALE:** This sale is conditioned upon the ability of BUYER to borrow with this Property as
56 security
57 for the loan the sum of \$ _____ or _____ % of the Sale
58 Price by a mortgage loan or loans at an initial interest rate not to exceed _____ % per annum, interest and
59 principal, amortized over a period of not less than _____ years, payable in monthly installments or on any other
60 terms as may be acceptable to the BUYER provided that these terms do not increase the cost, fees or expenses
61 to the SELLER. The loan shall be secured by (Check all that apply):

- 62 Fixed Rate Mortgage FHA Insured Mortgage
- 63 Adjustable Rate Mortgage Owner Financing
- 64 Rural Development Bond Financing
- 65 VA Guaranteed Mortgage Conventional Mortgage
- 66 Other _____

67
68 The BUYER agrees to pay discount points not to exceed _____ % of the loan amount
69 Other financing conditions: _____
70 _____

71
72 The BUYER acknowledges and warrants that the BUYER has available the funds which may be required to
73 complete the sale of the Property including, but not limited to, the deposit, the down payment, closing costs, pre-
74 paid items, and other expenses. If this sale is a Financed Sale, BUYER acknowledges that any terms and
75 conditions imposed by BUYER'S lender(s) or by Consumer Financial Protection Bureau Requirements shall not

BUYER'S Initials J M

Page 2 of 9 SELLER'S Initials [Signature]



203 S Louise St. Jennings, La 70546 10-13-19
Property address, street, city, state, zip Date

76 affect or extend the BUYER'S obligation to execute the Act of Sale or otherwise affect any terms or conditions of
77 this Agreement except as otherwise set forth herein. The BUYER shall supply the SELLER written documentation
78 from a lender that a loan application has been made and the BUYER has given written authorization to lender to
79 proceed with the loan approval process within () calendar days after the date of acceptance of this offer by
80 both parties. If the BUYER fails to make loan application, and to supply SELLER with written documentation of
81 that application and BUYER'S written authorization for lender to proceed with loan process within this period, the
82 SELLER may, at the SELLER'S option, elect, in writing, to terminate the Agreement and declare the Agreement
83 null and void, by giving the BUYER written notice of the SELLER'S termination. In the event the BUYER is not
84 able to secure financing, the SELLER reserves the right to provide all or part of mortgage loan(s) under the terms
85 set forth above.

86
87 **PRORATIONS/OTHER COSTS:** Real estate taxes, flood insurance premium if assumed, rents, condominium
88 dues, assessments, and/or other dues owed to homeowners associations and the like for the current year are to
89 be prorated through the date of the Act of Sale. Act of Sale costs, abstracting costs, title search, title insurance
90 and other costs required to obtain financing, shall be paid by the BUYER, unless otherwise stated herein. All
91 necessary tax, mortgage, conveyance, release certificates or cancellations and the SELLER closing fees, if any,
92 shall be paid by the SELLER. The SELLER shall pay all previous years' taxes, assessments, condominium dues,
93 and/or dues owed to homeowners associations and the like. All special assessments bearing against the Property
94 prior to Act of Sale, other than those to be assumed by written agreement, as of the date of the Act of Sale, are to
95 be paid by the SELLER.

96
97 **APPRAISAL:** This sale is NOT conditioned on appraisal. This sale IS conditioned on the appraisal of the
98 Property being not less than the Sale Price. The SELLER agrees to provide the utilities for appraisals and access.
99 If the appraised value of the Property is equal to or greater than the Sale Price, the BUYER shall pay the Sale
100 Price agreed upon prior to the appraisal. If the appraised value is less than the Sale Price, the BUYER shall
101 provide the SELLER with a copy of the appraisal within () calendar days of receipt of same,
102 along with the BUYER'S written request for the SELLER to reduce the Sale Price. Within ()
103 calendar days after the SELLER'S receipt of such written documentation of the appraised value, the BUYER shall
104 have the option to pay the Sale Price agreed upon prior to the appraisal or to void this Agreement unless the
105 SELLER agrees in writing to reduce the Sale Price to the appraised value or all parties agree to a new Sale Price.

106
107 **DEPOSIT:** Upon acceptance of this offer, or any attached counter offer, the SELLER and the BUYER shall be
108 bound by all terms and conditions of this Agreement, and the BUYER or the BUYER'S agent shall deliver within
109 72 hours, upon notice of acceptance of the offer, the BUYER'S deposit (the "Deposit") in the amount of
110 \$ None or % of the Sale Price to be paid in the form of:

111 Cash \$ _____ Certified Funds \$ _____
112 Check \$ _____ Electronic Transfer (EFT) \$ _____

113 The Deposit shall be held by. Listing Broker Selling Broker Third Party

DEPOSIT HELD BY THIRD PARTY: Louisiana Administrative Code Article Title 46, Part LXVII, Section 2717 requires that funds received in a real estate sales transaction shall be deposited in the appropriate sales escrow checking account, rental trust checking account or Deposit trust checking account of the listing or managing broker ("Broker") unless all parties having an interest in the funds have agreed otherwise in writing. I agree to have the Deposit related to this transaction to be held by a third party and not in a sales escrow account maintained by the Broker. I understand that the Louisiana Real Estate Commission may not have jurisdiction over those third parties holding the funds. By signature below, I acknowledge that I have read the attached addendum and acknowledge the Broker is not legally required to disburse a Deposit in accordance with LAC 46 LXVII 2901 when a third party holds the Deposit.

BUYER _____ SELLER _____
BUYER _____ SELLER _____
BUYER'S Initials Page 3 of 9 SELLER'S Initials



202 S. Louise St. Jennings, La. 70546 10-13-23
Property address, street, city, state, zip Date

114 Failure to deliver the Deposit shall be considered a default of this Agreement. If the Deposit is held by a Broker, it
115 must be held in accordance with the rules of the Louisiana Real Estate Commission in a federally insured banking
116 or savings and loan institution without responsibility on the part of the Broker in the case of failure or suspension
117 of such institution. In the event the parties fail to execute an Act of Sale by date specified herein, and/or a dispute
118 arises as to ownership of, or entitlement to, the Deposit or funds held in escrow, the Broker shall abide by the
119 Rules and Regulations set forth by the Louisiana Real Estate Commission.

120

121 **RETURN OF DEPOSIT:** The Deposit shall be returned to the BUYER and this Agreement declared null and void
122 without demand in consequence of the following events:

123 1) If this Agreement is declared null and void by the BUYER during the inspection and due diligence period as set
124 forth in lines 167 through 200 of this Agreement;

125

126 2) If this Agreement is subject to the BUYER'S ability to obtain a loan and the loan cannot be obtained, except as
127 stated in lines 72 through 85 of this Agreement, but only if the BUYER has made good faith efforts to obtain the
128 loan;

129

130 3) If the SELLER declares the agreement null and void for failure of BUYER to comply with written document
131 requirements as set forth in lines 80 through 85.

132

133 4) If the BUYER conditions the Sale Price on an appraisal and the appraisal is less than the Sale Price and the
134 SELLER will not reduce the Sale Price as set forth in lines 97 through 105 of this Agreement;

135

136 5) If the BUYER timely terminates the Agreement after having received the leases or assessments, as set forth in
137 lines 149 through 154 of this Agreement;

138

139 6) If the SELLER is unable to timely deliver to the BUYER an approved sewerage and/or water inspection report
140 as set forth in lines 202 through 211

141

142 7) If the SELLER chooses not to repair or replace the sewer system(s) as per the SEPTIC/WATER WELL
143 ADDENDUM, and the BUYER terminates the agreement as a result thereof;

144

145 8) If the SELLER chooses not to repair or replace the private water well system(s) as per the SEPTIC/WATER
146 WELL ADDENDUM, and the BUYER terminates the agreement as a result thereof;

147

148

149 **LEASES/SPECIAL ASSESSMENTS:** The sale is conditioned upon the BUYER'S receipt of a copy of all written
150 leases, excluding mineral leases, and unpaid special assessments from the SELLER within five (5) calendar days
151 of acceptance of the Agreement. Special assessments shall mean an assessment levied on Property to pay the
152 cost of local improvements imposed by local governmental/governing authority. The BUYER will have five (5)
153 calendar days after receipt of the aforementioned documents to notify the SELLER whether they are acceptable
154 to the BUYER. Security deposits, keys/access and leases are to be transferred to the BUYER at Act of Sale.

155

156 **NEW HOME CONSTRUCTION:** If the property to be sold is completed new construction, under construction, or to
157 be constructed, check one:

158

A new home construction addendum, with additional terms and conditions, is attached.

159

There is no new home construction addendum.

160

161 **INSPECTION AND DUE DILIGENCE PERIOD:** The BUYER ACKNOWLEDGES THAT THE SALE PRICE OF
162 THE PROPERTY WAS NEGOTIATED BASED UPON THE PROPERTY'S APPARENT CURRENT CONDITION,
163 ACCORDINGLY, the SELLER IS NOT OBLIGATED TO MAKE REPAIRS TO THE PROPERTY, INCLUDING
164 REPAIRS REQUIRED BY THE LENDER UNLESS OTHERWISE STATED HEREIN. THE SELLER IS
165 RESPONSIBLE FOR MAINTAINING THE PROPERTY IN SUBSTANTIALLY THE SAME OR BETTER
166 CONDITION AS IT WAS WHEN THE AGREEMENT WAS FULLY EXECUTED.

BUYER'S Initials H M

Page 4 of 9

SELLER'S Initials [Signature]



203 S Louise St. Jennings, La 70546

10-13-23
Date

167 The BUYER shall have an inspection and due diligence period of () calendar days, commencing the first
168 day after acceptance of this Agreement wherein, the BUYER may, at the BUYER'S expense, have any
169 inspections made by experts or others of his choosing. Such physical inspections may include, but are not limited to,
170 to, inspections for termites and other wood destroying insects, and/or damage from same, molds, and fungi
171 hazards, and analysis of synthetic stucco, drywall, appliances, structures, foundations, roof, heating, cooling,
172 electrical, plumbing systems, utility and sewer availability and condition, out-buildings, and square footage. Other
173 due diligence by the BUYER may include, but is not limited to investigation into the property's school district,
174 insurability, flood zone classifications, current zoning and/or subdivision restrictive covenants and any items
175 addressed in the SELLER'S Property Disclosure Document. All testing shall be nondestructive testing. The
176 SELLER agrees to provide the utilities for inspections and immediate access. Inspection period will be extended
177 by the same number of days that the BUYER is not granted immediate access to the property or all utilities are
178 not provided by the SELLER. If the BUYER is not satisfied with the condition of the Property or the results of the
179 BUYER'S due diligence investigation, the BUYER may choose one of the following options within the inspection
180 and due diligence period:

- 181
182 Option 1: The BUYER may elect, in writing, to terminate the Agreement and declare the Agreement null and void;
183 or
184 Option 2: The BUYER may indicate in writing the deficiencies and desired remedies and the SELLER will within
185 seventy two (72) hours respond in writing as to the SELLER'S willingness to remedy those deficiencies
186 ("SELLER'S Response").
187

188 Should the SELLER in the SELLER'S Response refuse to remedy any or all of the deficiencies listed by the
189 BUYER, then the BUYER shall have seventy-two (72) hours from the date of the SELLER'S Response or
190 seventy-two (72) hours from the date that the SELLER'S Response was due, whichever is earlier, to: (a) accept
191 the SELLER'S Response to the BUYER'S written requests or (b) accept the Property in its current condition, or (c)
192 to elect to terminate this Agreement. The BUYER'S response shall be in writing. Upon the BUYER'S failure to
193 respond to the SELLER'S Response by the time specified or the BUYER'S electing, in writing, to terminate this
194 Agreement, the Agreement shall be automatically, with no further action required by either party, ipso facto null
195 and void except for return of Deposit to the BUYER.
196

197 FAILURE TO GIVE WRITTEN NOTICE OF EITHER TERMINATION OR DEFICIENCIES AND DESIRED
198 REMEDIES TO THE SELLER (OR THE SELLER'S DESIGNATED AGENT) AS SET FORTH IN LINES 161
199 THROUGH 180 WITHIN THE INSPECTION AND DUE DILIGENCE PERIOD SHALL BE DEEMED AS
200 ACCEPTANCE BY THE BUYER OF THE PROPERTY'S CURRENT CONDITION.
201

202 PRIVATE WATER/SEWERAGE:

- 203 There is/are () private water system(s) servicing only the primary residence, and the attached
204 private Septic/Water Addendum inspections shall include only the system(s) supplying service to the primary
205 residence.
206
207 There is/are () private septic/treatment system(s) servicing only the primary residence and
208 the attached private Septic/Water Addendum inspections shall include only those systems supplying service to
209 the primary residence.
210
211 There is NO private septic/treatment system(s) servicing only the primary residence.
212

213 HOME SERVICE/WARRANTY: A home service/warranty plan will / will not be purchased at the closing of
214 sale at a cost not to exceed \$ _____ to be paid by the BUYER / the SELLER Home Service
215 Warranty will be ordered by _____

BUYER'S Initials

SELLER'S Initials



203 S. Louise St. Jennings, La. 70546 10-13-23
Property address, street, city, state, zip Date

216 It is understood that the Agent/Broker may receive compensation from the home warranty company for actual
217 services performed. The home service warranty plan does not warrant pre-existing defects and options, and does
218 not supersede or replace any other inspection clause or responsibilities. If neither the BUYER nor the SELLER
219 accepts the home service warranty plan, they declare that they have been made aware of the existence of such a
220 plan, and further declare that they hold the Broker and Agents harmless from any responsibility or liability due to
221 their rejection of such a plan.

222 **WARRANTY OR AS IS CLAUSE WITH WAIVER OF RIGHT OF REDHIBITION: (CHECK ONE ONLY)**

224 A. SALE WITH WARRANTIES: The SELLER and the BUYER acknowledge that this sale shall be with full
225 SELLER warranties as to any claims or causes of action including but not limited to redhibition pursuant to
226 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.*

227 B. SALE "AS IS" WITHOUT WARRANTIES: The SELLER and the BUYER hereby acknowledge and recognize
228 that the Property being sold and purchased is to be transferred in "as is" condition and further the BUYER does
229 hereby waive, relieve and release the SELLER from any claims or causes of action for redhibition pursuant to
230 Louisiana Civil Code Article 2520, *et seq.* and Article 2541, *et seq.* or for reduction of Sale Price pursuant to
231 Louisiana Civil Code Article 2541, *et seq.* Additionally, the BUYER acknowledges that this sale is made without
232 warranty of fitness for ordinary or particular use pursuant to Louisiana Civil Code Article 2524. The SELLER and
233 the BUYER agree that this clause shall be made a part of the Act of Sale.

234 C. NEW HOME WARRANTIES. Notwithstanding lines 223 through 233 and irrespective of whether A or B
235 above is checked, if the Property is a new construction, the parties agree that neither A or B will apply but instead
236 the provisions of the New Home Warranty Act (LA R.S. 9:3141 *et seq.*) shall apply. The warranty of condition of
237 this Property is governed by the New Home Warranty Act if a home on the Property is a "home" as defined in the
238 New Home Warranty Act.

240 **MERCHANTABLE TITLE/CURATIVE WORK:** The SELLER shall deliver to the BUYER a merchantable title at
241 the SELLER'S costs (see lines 244 through 246). In the event curative work in connection with the title to the
242 Property is required or is a requirement for obtaining the loan(s) upon which this Agreement is conditioned, the
243 parties agree to and do extend the date for passing the Act of Sale to a date not more than
244 12-15-2023 () calendar days from the date of the Act of Sale stated herein. The
245 SELLER'S title shall be merchantable and free of all liens and encumbrances except those that can be satisfied at
246 Act of Sale. All costs and fees required to make title merchantable shall be paid by the SELLER. The SELLER
247 shall make good faith efforts to deliver merchantable title. The SELLER'S inability to deliver merchantable title
248 within the time stipulated herein shall render this Agreement null and void, reserving unto the BUYER the right to
249 demand the return of the Deposit and to recover from the SELLER actual costs incurred in processing of sale as
250 well as legal fees incurred by the BUYER.

252 **FINAL WALK THROUGH:** The BUYER shall have the right to re-inspect the Property within five (5) calendar
253 days prior to the Act of Sale, or occupancy, whichever will occur first in order to determine if the Property is in the
254 same or better condition as it was at the initial inspection(s) and to insure all agreed upon repairs have been
255 completed. The SELLER agrees to provide utilities for the final walk through and immediate access to the
256 Property.

258 **DEFAULT OF AGREEMENT BY THE SELLER:** In the event of any default of this Agreement by the SELLER,
259 the BUYER shall at the BUYER'S option have the right to declare this Agreement null and void with no further
260 demand, or to demand and/or sue for any of the following

- 261
262 1) Termination of this Agreement; 2) Specific performance; 3) Termination of this Agreement and an amount
263 equal to 10% of the Sale Price as stipulated damages

BUYER'S Initials Page 6 of 9 SELLER'S Initials



203 S. Louise St Jennings, La 70546 10-13-23
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264 Further, the BUYER shall be entitled to the return of the Deposit. The prevailing party to any litigation brought to
265 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The SELLER may also be
266 liable for Broker fees.

267
268 **DEFAULT OF AGREEMENT BY BUYER:** In the event of any default of this Agreement by the BUYER, the
269 SELLER shall have at the SELLER'S option the right to declare this Agreement null and void with no further
270 demand, or to demand and sue for any of the following: 1) Termination of this Agreement; 2) Specific
271 performance; 3) Termination of this Agreement and an amount equal to 10% of the Sale Price as stipulated
272 damages.

273
274 Further, the SELLER shall be entitled to retain the Deposit. The prevailing party to any litigation brought to
275 enforce any provision of this Agreement shall be awarded their attorney fees and costs. The BUYER may also be
276 liable for Broker fees.

277
278 **MOLD RELATED HAZARDS NOTICE:** An informational pamphlet regarding common mold related hazards that
279 can affect real property is available at the EPA website <http://www.epa.gov/iaq/molds/index.html> By initialing
280 this page of the Agreement, the BUYER acknowledges that the real estate agent has provided the BUYER with
281 the EPA website enabling the BUYER to obtain information regarding common mold related hazards.

282
283 **OFFENDER NOTIFICATION:** The Louisiana State Police maintains the State Sex Offender and Child Predator
284 Registry through the Louisiana Bureau of Criminal Identification and Information. It is a public access database of
285 the locations of individuals who are required to register pursuant to LA R.S. 15.540, et seq. The website for the
286 database is <http://www.lsp.org/socpr/default.html>. Sheriff and police departments serving jurisdictions of
287 450,000 also maintain such information. Inquiries can be made by phone at 1-800-858-0551 or 1-225-925-6100.
288 Send written inquiries to Post Office Box 66614, Box A-6, Baton Rouge, Louisiana 70896.

289
290 **FLOOD HAZARD INFORMATION:**
291 An informational website regarding flood hazards that can affect real property is available at the FEMA website
292 <https://msc.fema.gov/portal>.

293
294 **CHOICE OF LAW:** This Agreement shall be governed by and shall be interpreted in accordance with the laws of
295 the State of Louisiana.

296
297 **DEADLINES:** TIME IS OF THE ESSENCE and all deadlines are final, except where modifications, changes, or
298 extensions are made in writing and signed by all parties to this Agreement. All "calendar days" as used in this
299 Agreement shall end at 11:59 p.m. in Louisiana.

300
301 **ADDITIONAL TERMS AND CONDITIONS:**
302 the sale is contingent upon rezoning to A6
303 _____
304 _____
305 _____
306 _____
307 _____

308
309 **ROLES OF BROKERS AND DESIGNATED AGENTS:** Broker(s) and Designated Agent(s) have acted only as
310 real estate brokers to bring the parties together and make no warranty to either party for performance or non-
311 performance of any part of this Agreement or for any warranty of any nature unless specifically set forth in writing

BUYER'S Initials M M Page 7 of 9 SELLER'S Initials AK



203 S. Louise St. Jennings, La. 70546 10-18-22
Property address, street, city, state, zip Date

312 Broker(s) and Designated Agent(s) make no warranty or other assurances whatsoever concerning Property
313 measurements, square footage, room dimensions, lot size, Property lines or boundaries Broker(s) and
314 Designated Agent(s) make no representations as to suitability or to a particular use of the Property, and the
315 BUYER has or will independently investigate all conditions and characteristics of the Property which are important
316 to the BUYER. The BUYER is not relying on the Broker or the Designated Agent(s) to choose a representative to
317 inspect or re-inspect the Property; the BUYER understands any representative desired by the BUYER may
318 perform this function. In the event Broker/Agent(s) provides names or sources for such advice or assistance,
319 Broker/Agent(s) does not warrant the services of such experts or their products and cannot warrant the condition
320 of Property or interest to be acquired or guarantee that all defects are disclosed by the SELLER(S).
321 Broker/Agent(s) do not investigate the status of permits, zoning, code compliance, restrictive covenants, or
322 insurability. The Broker(s) and Designated Agent(s) specifically make no warranty whatsoever as to whether or
323 not the Property is situated in or out of the Government's hundred-year flood plan or is or would be classified as
324 wetlands by the U.S. Army Corps of Engineers, or as to the presence of wood destroying insects or damage there
325 from. The BUYER(S) are to satisfy themselves concerning these issues. Designated Agent shall be an
326 independent contractor for Broker if the conditions as set forth in LA R.S. 37:1446(h) are met.

327
328 **LIST ADDENDA TO BE ATTACHED AND MADE A PART OF THIS AGREEMENT:**

- 329 Contingency for Sale of the BUYER'S Other Property Addendum Private Water/Sewerage Addendum
- 330 Condominium Addendum Deposit Addendum
- 331 FHA Amendatory Clause _____
- 332 New Construction Addendum _____

333
334 If any of the pre-printed portions of this Agreement vary or are in conflict with any additional or modified terms on
335 blanks provided in this form or Addendum attached to this Agreement, the additional, modified or Addendum
336 provisions control

337
338 **SINGULAR - PLURAL USE:** Wherever the word BUYER or the word SELLER occurs in this Agreement or is
339 referred to, the same shall be construed as singular or plural, masculine or feminine or neuter, as the case may
340 be.

341
342 **ACCEPTANCE:** Acceptance of this Agreement must be in writing. This agreement may be executed by use of
343 electronic signatures, in accordance with the Louisiana Uniform Electronic Transaction Act. The original of this
344 Agreement shall be delivered to the listing Broker's firm. This Agreement and any supplement addendum or
345 modification relating hereto, including any photocopy, facsimile or electronic transmission thereof, may be
346 executed in two or more counterparts, all of which shall constitute one and the same Agreement.

347
348 **NOTICES AND OTHER COMMUNICATIONS:** All notices, requests, claims, demands, and other communications
349 related to or required by this Agreement shall be in writing. Notices permitted or required to be given (excluding
350 service of process) shall be deemed sufficient if delivered by (a) mail, (b) hand delivery; (c) overnight delivery; (d)
351 facsimile, (e) email, or (f) other e-signature transmissions addressed to the respective addresses of the parties as
352 (a) written on the first page of this Agreement; (b) as designated below on lines 361 through 370; or (c) at such
353 other addresses as the respective parties may designate by written notice.

354
355 The BUYER and SELLER agree the use of electronic documents and digital signatures is acceptable and will be
356 treated as originals of the signatures and documents transmitted in the above referenced real estate transaction.
357 Specifically, the BUYER and SELLER consent to the use of electronic documents, the electronic transmission of
358 documents, and the use of electronic signatures pertaining to this Agreement, and any supplement addendum or
359 modification relating thereto, including but not limited to any notices, requests, claims, demands and other
360 communications as set forth in the Agreement.

BUYER'S Initials M M Page 8 of 9 SELLER'S Initials [Signature]



203 S Louise St. Jennings, La 70546 10-13-23
Property address, street, city, state, zip Date

361 The BUYER further authorizes his or her agent to electronically deliver notices and other communications to
362 the email address he or she provided to his or her agent. Furthermore, the Buyer authorizes the Seller's agent to
363 electronically deliver notices and communications to be delivered to the following address:

364 BUYER's Agent email address(es): The way to go @ yahoo.com

366 The SELLER further authorizes his or her agent to electronically deliver notices and other communications to
367 the email address he or she provide to his or her agent. Furthermore, the Seller authorizes the Buyer's agent to
368 electronically deliver notices and communications to be delivered to the following address:

370 SELLER's Agent email address(es): CLAUDE A. MARTIN@GMAIL.COM

371 The authorization contained in this Section is not an authorization for the Buyer's agent to communicate directly
372 with the Seller or a Seller's agent to communicate directly with the Buyer.

374 **CONTRACT:** This is a legally binding contract when signed by both the SELLER and the BUYER. READ IT
375 CAREFULLY. If you do not understand the effect of any part of this Agreement seek legal advice before signing
376 this contract or attempting to enforce any obligation or remedy provided herein.

378 **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties, and any other
379 agreements not incorporated herein in writing are void and of no force and effect.

381 **EXPIRATION OF OFFER:**

382 This offer is binding and irrevocable until 10-13, 2023 at 5:00 AM PM NOON. The
383 Acceptance of this offer must be communicated to the offering party by the deadline stated on line 374 to be
384 binding and effective.

385 x Gerard Morgan 10-13-23 3:00 x [Signature]

387 Buyer's / Seller's Signature Date/Time AM PM Buyer's / Seller's Signature Date/Time AM PM

388 Gerard Brian Morgan CLAUDE A. MARTIN

389 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

391 This offer was presented to the Seller Buyer by Day/ Date/ Time AM PM NOON

393 This offer is: Accepted Rejected (without counter) Countered (See Attached Counter) by:

394 x Gerard Morgan x [Signature]

396 Buyer's / Seller's Signature Date/Time AM PM Buyer's / Seller's Signature Date/Time AM PM

397 Gerard Brian Morgan CLAUDE A. MARTIN

398 Print Buyer's/Seller's Full Name (First, Middle, Last) Print Buyer's/Seller's Full Name (First, Middle, Last)

399 This offer was presented to the Seller Buyer by Day/ Date/ Time AM PM NOON



REGULAR MEETING

January 9, 2024

The Regular Meeting of the Jennings City Council was convened on the 9th day of January, 2024 at 5:30 p.m. in the Jennings City Council Chambers, 154 N. Main Street, Jennings, Louisiana with President Stephen VanHook and a quorum present.

Jennings City Council Members present: Carolyn Simon, District A; Johnny Armentor, District B; Clifton LeJeune, District C; Anthony LeBlanc, District D; Stephen VanHook, District E

Jennings City Council Members Absent: None

The Prayer was led by Ms. Simon and Pledge of Allegiance was led by Mr. Armentor.

It was moved by Ms. Simon, seconded by Mr. Armentor and carried by unanimous yeas of voice vote of those in attendance to **APPROVE** the Minutes of the December 12, 2023 Regular Meeting.

Resolution No. 1805A – a resolution affirming support for an application to the Governor’s Office of Community Development 2023-2024 Community Water Enrichment Fund for a grant to be used for water system improvements including but not limited to water wells, water lines, pumps, and associated valves and fittings for the City of Jennings. It was motioned by Mr. Armentor and seconded by Mr. LeBlanc to introduce and adopt Resolution No. 1805A. Mayor Henry Guinn explained that the City applies for this grant each year. Mayor Guinn stated that if we obtain this grant, it will be used for water and sewer improvements. After no further questions or comments, it was carried by unanimous yeas of voice vote of those in attendance to **INTRODUCE & ADOPT** Resolution No. 1805A.

Resolution No. 1805B – a resolution declaring the City of Jennings Granger Street Clearing and Grubbing Drainage Project as substantially complete. It was motioned by Mr. Armentor and seconded by Mr. LeJeune to introduce and adopt Resolution No. 1805B. Mayor Henry Guinn explained that this project will enhance drainage by expediting water out of the City. Mayor Guinn explained that the project is substantially complete, however some erosion along the embankment will need to be corrected. After no other comments or questions, it was carried by unanimous yeas of voice vote of those in attendance to **INTRODUCE & ADOPT** Resolution No. 1805B.

Ordinance No. 1806 – an ordinance authorizing the City of Jennings to rezone the property of Acadiana CARES at 203 S. Louise St. from A-1 to A-6; and repealing all ordinances or parts of ordinances in conflict therewith. It was motioned by Mr. LeJeune and seconded by Ms. Simon to introduce Ordinance No. 1806. City Attorney, Derek Bisig stated that the Zoning Board had met on January 9, 2024 at 4:30PM to determine if they would make a recommendation to rezone

attendance to **INTRODUCE** Ordinance No. 1806. Roll Call Vote: Yeas: Johnny Armentor, Anthony LeBlanc, Clifton LeJeune, & Carolyn Simon,

Nays: Stevie VanHook Abstained: None Absent: None

With no further business on the agenda, it was moved by Mr. LeJeune, seconded by Ms. Simon and carried by unanimous yeas of voice vote of those in attendance to ADJOURN this Regular Meeting on January 9, 2024 of the Jennings City Council at 7:13 p.m.

ATTEST:

/s/Chad Crochet

Chad Crochet, Secretary
Jennings City Council

Stephen VanHook, President
Jennings City Council

REGULAR MEETING

February 13, 2024

The Regular Meeting of the Jennings City Council was convened on the 13th day of February, 2024 at 5:30 p.m. in the Jennings City Council Chambers, 154 N. Main Street, Jennings, Louisiana with President Stephen VanHook and a quorum present.

Jennings City Council Members present: Carolyn Simon, District A; Johnny Armentor, District B; Clifton LeJeune, District C; Anthony LeBlanc, District D; Stephen VanHook, District E

Jennings City Council Members Absent: None

The Prayer was led by Mr. LeJeune and Pledge of Allegiance was led by Mr. Armentor.

It was moved by Mr. Armentor, seconded by Ms. Simon and carried by unanimous yeas of voice vote of those in attendance to **APPROVE** the Minutes of the January 9, 2024 Regular Meeting.

Resolution No. 1805C – a resolution to adopt procedures for placing items on the City Council agenda and the length of time for presentation to the council; and repealing all resolutions or parts of resolutions in conflict therewith. It was motioned by Mr. LeBlanc and seconded by Ms. Simon to introduce and adopt Resolution No. 1805C. After much discussion, motion was amended by Mr. LeJeune, seconded by Mr. Armentor to table Resolution No. 1805C. After no further questions or comments, it was carried to **TABLE** Resolution No. 1805C.

Resolution No. 1805D – a resolution affirming support for an application to the Governor's Office of Community Development 2023-2024 Local Government Assistance Program for a grant to be used for sewer system improvements including but not limited to manhole rehabilitation. It was motioned by Mr. Armentor and seconded by Mr. LeJeune to introduce and adopt Resolution No. 1805D. Mayor Henry Guinn explained that the City applies for this grant each year. Mayor Guinn stated that this grant would provide up to \$50,000, to be used for sewer system improvements. After no further questions or comments, it was carried by unanimous yeas of voice vote of those in attendance to **INTRODUCE & ADOPT** Resolution No. 1805D.

Resolution No. 1805E – a resolution declaring the City of Jennings Renovations Carnegie Library Project as substantially complete; and repealing all resolutions or parts of resolutions in conflict therewith. It was motioned by Mr. LeJeune and seconded by Ms. Simon to introduce and adopt Resolution No. 1805E. Mayor Henry Guinn explained that the hurricane repairs to Carnegie Library have been completed and the project is substantially complete. After no other comments or questions, it was carried by unanimous yeas of voice vote of those in attendance to **INTRODUCE & ADOPT** Resolution No. 1805E.

Resolution No. 1805F – a resolution authorizing the Mayor of the City of Jennings to declare

Ordinance No. 1806 – an ordinance authorizing the City of Jennings to rezone the property of Acadiana CARES at 203 S. Louise St. from A-1 to A-6; and repealing all ordinances or parts of ordinances in conflict therewith. It was motioned by Mr. LeJeune and seconded by Ms. Simon to adopt Ordinance No. 1806. Special Counsel, Gary McGoffin read statutes regarding ethics related to this matter. Mayor Henry Guinn discussed a timeline of events related to the Acadiana Cares Property. After lengthy discussion and many comments, the motion to **ADOPT** Ordinance No. 1806 **FAILED**. Roll Call Vote: Yeas: Johnny Armentor, Clifton LeJeune, & Carolyn Simon.

Nays: Stevie VanHook Abstained: Anthony LeBlanc Absent: None

It was motioned by Mr. LeJeune to add an item to the agenda to have the Council visit the City Charter in relation to the mayor’s salary. Council President, Stephen VanHook informed the Council a unanimous vote is required to add an item to the agenda.

Roll Call Vote Required:

Yeas: Johnny Armentor, Anthony LeBlanc, Clifton LeJeune

Nays: Carolyn Simon & Stephen VanHook

Abstained: None Absent: None

President VanHook stated that since the vote was not unanimous, the item could not be added to the agenda.

With no further business on the agenda, it was moved by Mr. LeJeune, seconded by Ms. Simon and carried by unanimous yeas of voice vote of those in attendance to ADJOURN this Regular Meeting on February 13, 2024 of the Jennings City Council at 7:05 p.m.

ATTEST:

/s/Chad Crochet

Chad Crochet, Secretary
Jennings City Council

Stephen VanHook, President
Jennings City Council



Jefferson Davis Parish Clerk of Court
P.O. Box 799
Jennings, LA 70546

Phone (337) 824-1160



Clerk use only

Richard M. Arceneaux
Clerk of Court
Parish of Jefferson Davis

Instrument Number: 740455

Book/Index: COB

Document Type: DONATION

Recording Date: 2/21/2024 11:12:42 AM

Page Count: 6 not including this page

Intake Via: eRecording

Grantor 1: ACADIANA CONCERN FOR AIDS RELIEF EDUCATION
AND SUPPORT INC

Grantee 1: WAY TRAINING CENTER

COB: 740455

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SHOULD BE RETAINED WITH ANY COPIES.



Kristi Reed

Kristi Reed

STATE OF LOUISIANA

PARISH OF ACADIA

PARISH OF LAFAYETTE

ACT OF DONATION

BE IT KNOWN, that before the undersigned Notary Public, duly commissioned and qualified, and in the presence of the undersigned competent witnesses, personally came and appeared:

ACADIANA CONCERN FOR AIDS RELIEF, EDUCATION, AND SUPPORT, INC. (TAX ID NO. XX-XXX7018), a Louisiana Non-Profit Corporation, represented herein by Claude Martin, its Chief Executive Officer, by authority of that certain Resolution attached hereto and made a part hereof, authorized to do business in Lafayette Parish, Louisiana, and whose address for tax purposes is declared to be 809 Martin Luther King Jr. Drive, Lafayette, Louisiana 70501, (hereinafter referred to as "Donor");

AND

THE WAY TRAINING CENTER (TAX ID NO. XX-XXX8292), a Non-Profit Corporation, represented herein by Gerard B. Morgan, its Director, by authority of that certain Resolution attached hereto and made a part hereof, authorized to do business in Acadia Parish, Louisiana, and whose address for tax purposes is declared to be 1828 N. Ave. G. Crowley, Louisiana 70526, (hereinafter referred to as "Donee");

who after being duly sworn by me, declared that in consideration of the affection which DONOR has and bears for DONEE, DONOR does by these presents irrevocably give, grant and donate, inter vivos all of its right, title and interest in the following described property described as follows:

That certain tract or parcel of land, together with all buildings and improvements located thereon and all appurtenances attached thereto, located within the City of Jennings, Jefferson Davis Parish, Louisiana, said property being more completely described as:

Commencing at the Northeast corner of Block 13 of Cutting Subdivision, thence South 01 degrees 13 minutes 50 seconds East along the East lien of Block 13 a distance of 130.0 feet to the point of beginning, thence South 01 degrees 13 minutes 50 seconds East along the East line of Block 13 a distance of 310.0 feet, thence South 89 degrees 56 minutes 10 seconds West a distance of 235.5 feet, thence North 01 degrees 13 minutes 50 seconds West a distance of 440.0 feet to the North line of Block 13, thence North 89 degrees 56 minutes 10 seconds West along the North line of Block 13 a distance of 70.9 feet, thence South 01 degrees 13 minutes 50 seconds East a distance of 73.8 feet, thence North 89 degrees 56 minutes 10 seconds East a distance of 70.0 feet to the point of beginning in the City of Jennings, Jefferson Davis Parish, Louisiana, as per plat of survey by Michael P. Guidry, Registered Land Surveyor, dated March 16, 1988, attached to that certain Act of Correction, filed March 25, 2012 under File Number 663886, records of Jefferson Davis Parish, Louisiana.

Municipal Address: 203 S. Louise Street, Jennings, Louisiana 70546

The parties hereto acknowledge that the current fair market value of the entire property herein is \$134,000.00, and not subject to any mortgages, Donor also declares that it does not by this donation, divest itself of its entire property, but retains sufficient assets for its maintenance and subsistence.

DONEE appears herein and accept this donation and designations in accordance with the terms hereof and acknowledge gratitude therefore.

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Donee shall hold harmless, indemnify and defend Donor, its parent, subsidiary, and affiliated companies, and their officers, directors, agents, owners, affiliates and employees from any and all claims, damages, losses, judgments, penalties, suits, costs, actions, expenses (including court costs and reasonable attorneys fees), or liability of any kind or nature whatsoever, imposed on, incurred by, or asserted against Donor, its parent, subsidiary, and affiliated companies, or their officers, directors, agents, owners, affiliates and employees arising out of or related to any attempts by the City of Jennings to condemn and/or demolish the property as well as any arising out of or related to the Property that arise as a result of an incident or event that occurs subsequent to the effective date of this donation. This obligation to defend, indemnify, and hold Donor harmless applies to any and all incidents or events that occur subsequent to the effective date of this donation, even if the claim arises out of a defect in the Property present on the date of the execution of this agreement or arises out of some act of omission or commission by Donor that occurred prior to the date of the execution of this agreement.

It is expressly acknowledged and agreed that after the effective date of this donation, Donee is responsible for all expenses, including attorney fees and court costs, arising out of or related to any attempt by the City of Jennings to condemn and/or demolish the property. Donee further relieves Donor of any and all liability or responsibility arising out of or related to any attempt by the City of Jennings to condemn and/or demolish the property to the fullest extent permitted by law and will hold harmless, indemnify and defend Donor in the event any liability is sought to be imposed.

IT IS EXPRESSLY AGREED THAT THE PROPERTY HEREIN CONVEYED, AND ALL OTHER ITEMS LOCATED THEREIN OR THEREON ARE CONVEYED "AS IS, WHERE IS", WITHOUT ANY WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, OPERATION, SUITABILITY OF THE PROPERTY FOR THE USE INTENDED BY THE DONEE, WITHOUT REGARD TO THE PRESENCE OF APPARENT OR HIDDEN DEFECTS, AND WITH DONEE'S FULL AND COMPLETE WAIVER OF ANY AND ALL RIGHTS FOR THE RESCISSION OF THIS DONATION BY REASON OF ANY SUCH DEFECT.

Initials:

DONEE ACKNOWLEDGES AND DECLARES THAT NEITHER DONOR NOR ANY PARTY WHOMSOEVER, ACTING OR PURPORTING TO ACT IN ANY CAPACITY WHATSOEVER ON BEHALF OF THE DONOR, HAS MADE ANY DIRECT, INDIRECT, EXPLICIT OR IMPLICIT STATEMENT, REPRESENTATION OR DECLARATION, WHETHER BY WRITTEN OR ORAL STATEMENT OR OTHERWISE, AND UPON WHICH THE DONEE HAS RELIED, CONCERNING THE EXISTENCE OR NON-EXISTENCE OF ANY QUALITY, CHARACTERISTIC OR CONDITION OF THE PROPERTY HEREIN DONATED. DONEE HAS HAD FULL, COMPLETE AND UNLIMITED ACCESS TO THE PROPERTY FOR ALL TESTS AND CONDITIONS WHICH DONEE, IN DONEE'S SOLE DISCRETION, DEEMS SUFFICIENTLY DILIGENT TO PROTECT DONEE'S INTERESTS.

Initials:

DONEE EXPRESSLY WAIVES THE WARRANTY OF FITNESS AND THE WARRANTY AGAINST ANY AND ALL REDHIBITORY VICES AND DEFECTS, WHETHER APPARENT OR LATENT, IMPOSED BY THE LOUISIANA CIVIL CODE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAW AND THE JURISPRUDENCE THEREUNDER.

Initials:

DONEE ALSO WAIVES ANY RIGHTS DONEE MAY HAVE TO RESCIND THIS DONATION. BY DONEE'S SIGNATURE, DONEE EXPRESSLY ACKNOWLEDGES ALL SUCH WAIVERS AND ALSO OF DONEE'S EXERCISE OF DONEE'S RIGHT TO WAIVE ANY WARRANTY GRANTED DONEE BY THE LOUISIANA CIVIL CODE AND OTHER APPLICABLE STATE OR FEDERAL LAW AND THE JURISPRUDENCE THEREUNDER.

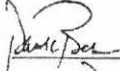
Initials:

CCB 741856 Page 2 Filed 2/21/24 11:24 AM jennings.kri

IN TESTIMONY WHEREOF, witness the signature of the said Donor in
Wabasca, Louisiana, in the presence of the undersigned competent witnesses, and me,
Notary Public, on February 19, 2024.

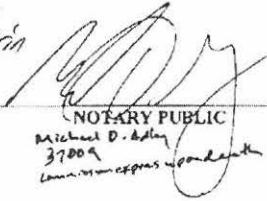
WITNESSES:

ACADIANA CONCERN FOR AIDS RELIEF, EDUCATION,
AND SUPPORT, INC., Donor


Printed Name: Paulc Both


By: Claude Martin, Chief Executive Officer


Printed Name: Tracy Petherin


NOTARY PUBLIC
Michael D. Adley
37009
Louisiana expires 10/2024

COB 24055, Page 3, Filed 2/21/2024 11:12:42 AM [witnessandus K3]

IN TESTIMONY WHEREOF, witness the signature of the said Donee in State Charles, Louisiana, in the presence of the undersigned competent witnesses, and me, Notary Public, on February 21, 2024.

WITNESSES: THE WAY TRAINING CENTER, Donee

Casey Ardoin Gerard R. Morgan
Printed Name: Casey E. Ardoin By: Gerard R. Morgan, Director

M. McManis
Printed Name: Morgan McManis

Thomas J. Gayle
NOTARY PUBLIC

THOMAS J. GAYLE
Bar No. 20824

COB 740455 Page 4 Filed 2/21/2024 11:12:42 AM [unperfected-stamps: KRI]

RESOLUTION

A special meeting of the Board of ACADIANA CONCERN FOR AIDS RELIEF, EDUCATION, AND SUPPORT, INC. ("CARES") was held on February 19, 2024 at 809 Martin Luther King Jr. Drive, Lafayette, Louisiana LA 70501. The following resolutions were adopted:

BE IT RESOLVED that CARES is hereby authorized to enter into that certain Act of Donation with The Way Training Center donating and transferring to The Way Training Center the property described below, situated in Jefferson Davis Parish, Louisiana, to-wit:

Commencing at the Northeast corner of Block 13 of Cutting Subdivision, thence South 01 degrees 13 minutes 50 seconds East along the East line of Block 13 a distance of 130.0 feet to the point of beginning, thence South 01 degrees 13 minutes 50 seconds East along the East line of Block 13 a distance of 310.0 feet, thence South 89 degrees 56 minutes 10 seconds West a distance of 235.5 feet, thence North 01 degrees 13 minutes 50 seconds West a distance of 440.0 feet to the North line of Block 13, thence North 89 degrees 56 minutes 10 seconds West along the North line of Block 13 a distance of 70.9 feet, thence South 01 degrees 13 minutes 50 seconds East a distance of 73.8 feet, thence North 89 degrees 56 minutes 10 seconds East a distance of 70.0 feet to the point of beginning in the City of Jennings, Jefferson Davis Parish, Louisiana, as per plat of survey by Michael P. Guidry, Registered Land Surveyor, dated March 16, 1988, attached to that certain Act of Correction, filed March 25 2012 under File Number 043880, records of Jefferson Davis Parish, Louisiana.

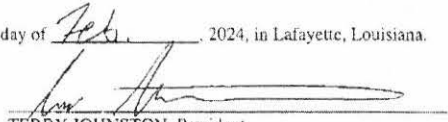
Municipal Address: 203 S. Louise Street, Jennings, Louisiana 70546

BE IT FURTHER RESOLVED, that the Chief Executive Officer, Claude Martin, be and he is hereby authorized and directed to enter into the aforesaid Act of Donation on such terms and conditions as he deems proper, in his sole discretion.

CERTIFICATE

I CERTIFY that the foregoing resolutions were adopted at a special meeting of the Board of ACADIANA CONCERN FOR AIDS RELIEF, EDUCATION, AND SUPPORT, INC. held at the office of the company in Lafayette, Louisiana, on the 19 day of February, 2024 at which all of the officers were present and voted.

SIGNED on this 19th day of Feb., 2024, in Lafayette, Louisiana.


TERRY JOHNSTON, President

COB 744455, Page 5 Filed 2/21/2024 11:12:47 AM [JeffersonDavis KR]



RESOLUTION OF THE WAY TRAINING CENTER OF CROWLEY


BE IT RESOLVED that THE WAY TRAINING CENTER OF CROWLEY, seek rezoning in order to purchase the following described property, to-wit: 203 South Louise Street in Jennings, Louisiana (formerly known as the Jennings Guest House).

BE IT FURTHER RESOLVED that GERARD MORGAN, Director of The Way Training Center of Crowley be and he is hereby authorized and empowered for and on behalf of the corporation to sign and execute any and all documents necessary to purchase the above described property and on such terms and conditions that the said GERARD MORGAN may deem in his sole discretion to be fit and proper.

BE IT FURTHER RESOLVED that THE WAY TRAINING CENTER OF CROWLEY does hereby ratify and confirm each and every act done by the said GERARD MORGAN pursuant to the authority vested by this Resolution.

I hereby certify that the above and foregoing is a true and correct copy of the resolution unanimously adopted by the Board of Directors of The Way Training Center of Crowley at a special meeting held on the 24th day of October, 2023 at which meeting a quorum was present and voting.


Johnny Ray Fontenot, President


Craig Thompson, Secretary

ATTEST:

Gerard Morgan, Director

Northside Assembly of God,
809 East Northern Ave. Crowley La, 70526
Pastor: Johnny Ray Fontenot
337-783-3620

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Derek A. Bisig
CITY ATTORNEY

Henry Guinn
MAYOR

Chad Crochet
CITY CLERK



Date: 01/1/2024

Property Address and Description:

SONNIER, SHANE
1419 ACADIAN DR
JENNINGS, LA 70546

Lot(s) 12 13 Block _____
Subdivision: ROY SUB
Address: 1338 STATE ST


To Whom It May Concern:


Please be advised that I am writing you on behalf of the City of Jennings regarding the above referenced property. You are listed as the current owner or caretaker on the tax rolls of Jefferson Davis Parish. The building, structure and/or home located on the above referenced property has been declared unsafe and in need of condemnation by the City of Jennings.

As per LA R.S. 33:4761, et seq., please allow this letter to serve as formal notice to you that your presence is requested on MARCH 12, 2024 at the regular meeting of the City Council. The purpose of this meeting is to give you an opportunity to show cause why the building, structure and/or home should not be condemned. The meeting will be held at the City of Jennings Council Chambers, 154 N. Main St. and will begin promptly at 5:30 p.m.

Should you have any questions or need any additional information, please do not hesitate to call me at the above telephone number or the City Inspector, Phillip Arceneaux at (337) 821-5500 Ext 400.

Sincerely,


Phillip Arceneaux
City Inspector
PA/dln


Henry Guinn
Mayor, City of Jennings



Date: 01/18/2024

DAVID BRAY
C/O SHAWN BRAY
10028 SANDYHILL CT
BATON ROUGE, LA 70809

Property Address and Description:

Lot(s) 1 2 Block _____
Subdivision: _____
Address: 210 SOUTH ST W

To Whom It May Concern:

Please be advised that I am writing you on behalf of the City of Jennings regarding the above referenced property. You are listed as the current owner or caretaker on the tax rolls of Jefferson Davis Parish. The building, structure and/or home located on the above referenced property has been declared unsafe and in need of condemnation by the City of Jennings.

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Sincerely,

Phillip Arceneaux
City Inspector
PA/dln

Henry Guinn
Mayor, City of Jennings

Derek A. Bisig
CITY ATTORNEY

Henry Guinn
MAYOR

Chad Crochet
CITY CLERK



Date: 01/22/2024

Property Address and Description:

AMBER LYNN MANUEL
710 5TH ST
JENNINGS, LA 70546

Lot(s) 4 Block 30
Subdivision: CARY ADD
Address: 811 CARY AV


To Whom It May Concern:


Please be advised that I am writing you on behalf of the City of Jennings regarding the above referenced property. You are listed as the current owner or caretaker on the tax rolls of Jefferson Davis Parish. The building, structure and/or home located on the above referenced property has been declared unsafe and in need of condemnation by the City of Jennings.

As per LA R.S. 33:4761, et seq., please allow this letter to serve as formal notice to you that your presence is requested on MARCH 12, 2024 at the regular meeting of the City Council. The purpose of this meeting is to give you an opportunity to show cause why the building, structure and/or home should not be condemned. The meeting will be held at the City of Jennings Council Chambers, 154 N. Main St. and will begin promptly at 5:30 p.m.

Should you have any questions or need any additional information, please do not hesitate to call me at the above telephone number or the City Inspector, Phillip Arceneaux at (337) 821-5500 Ext 400.

Sincerely,


Phillip Arceneaux
City Inspector
PA/dln


Henry Guinn
Mayor, City of Jennings

RESOLUTION NO. 1805G

A RESOLUTION INFORMING LOUISIANA DEPARTMENT OF ENVIRONMENTAL QUALITY THAT THE MUNICIPAL WATER POLLUTION PREVENTION ENVIRONMENTAL AUDIT REPORT WAS REVIEWED BY THE MAYOR AND CITY COUNCIL

BE IT RESOLVED that the City of Jennings informs Louisiana Department of Environmental Quality that the following actions were taken by the Mayor and the City Council:

1. Reviewed the Municipal Water Pollution Prevention Environmental Audit Report, which is attached to this Resolution.

On roll call, the above Resolution was adopted as follows:

YEAS:
NAYS:
ABSTAINED:
ABSENT:

INTRODUCED:
ADOPTED:

ATTEST:

/s/Chad Crochet
Chad Crochet, City Clerk
Jennings City Council

Stephen VanHook, President
Jennings City Council

Henry Guinn, Mayor
City of Jennings

RESOLUTION NO. 1805H

A RESOLUTION DECLARING THE CITY OF JENNINGS RENOVATIONS STREETS DEPARTMENT PROJECT AS SUBSTANTIALLY COMPLETE; AND REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, the City of Jennings entered into a contract with L.K. Breaux & Associates, Inc. for the Jennings Renovations Streets Department project and desires for the project to be declared as substantially complete; and

WHEREAS, the contractor is completing the final punch list and the City has taken repossession of the property.

THEREFORE, BE IT RESOLVED the City Council of the City of Jennings, Louisiana, in regular session duly convened, with a quorum present and voting and declaring that the City of Jennings Renovations Streets Department project as substantially complete.

INTRODUCED:
ADOPTED:

ATTEST:

/s/Chad Crochet
Chad Crochet, City Clerk
Jennings City Council

Stephen VanHook, President
Jennings City Council

Henry Guinn, Mayor
City of Jennings

ORDINANCE NO. 1807

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF JENNINGS TO EXECUTE JOINT SERVICE AGREEMENT WITH JEFF DAVIS PARISH POLICE JURY – VA CLINIC; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH.

BE IT ORDAINED the City Council of the City of Jennings, Louisiana, in regular session duly convened, with a quorum present and voting that:

WHEREAS, the City Council is aware that the Charter for the City of Jennings requires the Mayor execute any and all contracts, after said contracts have been approved by ordinance.

THEREFORE, BE IT ORDAINED the City Council of the City of Jennings, Louisiana, in regular session duly convened, with a quorum present and voting that, the Mayor is authorized to execute the following Joint Service Agreement Contracts:

A. Jeff Davis Parish Police Jury-VA Clinic

YEAS:
NAYS:
ABSTAINED:
ABSENT:

INTRODUCED:

ADOPTED:

ATTEST:

/s/Chad Crochet
Chad Crochet, City Clerk
Jennings City Council

Stephen VanHook, President
Jennings City Council

Henry Guinn, Mayor
City of Jennings

RESOLUTION NO. 1805C

A RESOLUTION TO ADOPT PROCEDURES FOR PLACING ITEMS ON THE CITY COUNCIL AGENDA AND THE LENGTH OF TIME FOR PRESENTATION TO THE COUNCIL; AND REPEALING ALL RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT THEREWITH

WHEREAS, Louisiana Revised Statute 42:19 allows for Public Bodies to adopt procedures for governing meetings and how items are placed on the City Council Agenda.

WHEREAS, the City is a home rule charter government, having all power not denied by its charter or by general law or inconsistent with the constitution, including but not limited to the specific authority to create or eliminate procedures for adding items to the City Council Agenda. (Sec. 2-11)

WHEREAS, the City is obligated by its home rule charter to have any matter to be considered by the city council to be placed on the agenda no later than Wednesday at 4:00pm of the proceeding week (Sec 2-1.1).

WHEREAS, the City of Jennings has a strong mayor form of government, in that, the Mayor is given total administrative authority over the daily operations of the City with the exception of Adopting the Budget prepared by the Mayor and Adopting Ordinances and Resolutions for Administration of City Business.

WHEREAS, the purpose of the City Council meeting is for the Public to witness and participate in the operation of the City government while the City Council introduces and votes on any proposed ordinance or resolution. (Sec. 3-09).

WHEREAS, the City Council acknowledges the Mayor's Authority and adopts the following procedure for getting placed on the City Council Agenda and time limits for presentation:

- 1) Citizen complaints shall be received by the Mayor or a City Councilman.
- 2) Citizen complaints shall be referred to the Mayor's office for remedy prior to being placed on the Agenda for the City Council Meeting.
- 3) If there is no remedy, then the Citizen shall submit a detailed written request to either their Councilman or the Mayor's office to be placed on the Agenda for the City Council Meeting and the subject matter to be discussed.
- 4) Persons wishing to address the Jennings City Council must complete a speaker's request form and submit it to the City Clerk prior to the beginning of the Council Meeting.
- 5) Citizens will be limited to 3 minutes to address the Council; exhibits and demonstratives are encouraged.

THEREFORE, BE IT RESOLVED the City Council of the City of Jennings, Louisiana, in regular session duly convened, with a quorum present and voting that the aforementioned policies be adopted to have items placed on the agenda and the length for presentation for each item.

INTRODUCED:

ADOPTED:

ATTEST:

/s/Chad Crochet
Chad Crochet, City Clerk
Jennings City Council

Stephen VanHook, President
Jennings City Council

Henry Guinn, Mayor
City of Jennings

JENNINGS CITY COUNCIL

PROCEDURES FOR INTERESTED PERSONS WISHING TO BE HEARD AT A COUNCIL MEETING ON MATTERS RELATING TO THE CITY OF JENNINGS IS AS FOLLOWS:

(Please retain top portion for your information)

- I. Persons wishing to address the Jennings City Council must complete a speaker's request form (see below) and submit it to the City Clerk prior to the beginning of the Council Meeting.
2. Each speaker will be allowed three (3) minutes to state his/her comments, questions or concerns on ordinances/resolutions being considered for final adoption. Public comment will be restricted to the subject matter addressed in the resolution/ordinance. **No additional time will be granted.**
3. The Jennings City Council will receive public input on introductory ordinances after each introductory ordinance has been read. An individual wishing to speak will be allowed three (3) minutes on the introductory ordinances. **No additional time will be granted.**
4. Additionally, the public may speak on any amendment to ordinances/resolutions at the time the amendment is offered. An individual wishing to speak will be allowed three (3) minutes. **No additional time will be granted.**
5. Should an answer not be available at any meeting the speaker will be requested to submit his/her question(s) to the Administration in writing and the Administration will be asked to furnish a written answer to the speaker at a future time.
6. There will be no debate with the Council. Vulgarity will not be allowed. The speaker will not make any derogatory comments about any person but will simply state factually what the speaker's concerns are.
7. Any material that an individual wants to distribute to Jennings City Council will be given to the City Clerk.

TEAR HERE (Please complete below and give to the City Clerk) ***TEAR HERE***

DATE: _____

REQUEST TO ADDRESS THE JENNINGS CITY COUNCIL

(Please submit a separate form for each agenda item)

NAME: (Please Print) _____

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AGENDA ITEM #: _____

SUBJECT: _____

____ I **wish** to address the Council in **support / opposition** (CIRCLE ONE)

____ I **do not wish** to address the Council, however, I **support / oppose** (CIRCLE ONE)