



St. John the Baptist Parish School Board

118 West 10th Street • P.O. Drawer AL • Reserve, Louisiana 70084
www.stjohn.k12.la.us • PHONE: 985-536-1106 • 1-800-296-1106 • FAX: 985-536-1109

Patrick H. Sanders
Board President

Heidi Trosclair
Interim Superintendent

Sherry DeFrancesch
Board Vice-President

July 11, 2019

MEMBERS OF THE LAND AND FACILITIES COMMITTEE:

Honorable Albert Burl, III
Honorable Patrick Sanders
Honorable Gerald Keller
Honorable Charo Holden
Honorable Sherry DeFrancesch

Dear Land and Facilities Committee Members:

The Land and Facilities Committee of the St. John the Baptist Parish School Board will meet on Tuesday, July 16, 2019 at 9:00 a.m., at the School Board Office (Media Center), 118 West 10th Street, Reserve, Louisiana.

The agenda is attached for the meeting.

Sincerely,

Albert A. Burl, III
Land and Facilities Committee Chairperson

AB:sww

Copy: News Media
Legal Counsel
SJAE
Agenda Participants

MEMBERS OF THE ST. JOHN THE BAPTIST PARISH SCHOOL BOARD

Charo Holden, District 1 Gerald J. Keller, Ph.D., District 3 Sherry DeFrancesch, District 5 Phillip Johnson, District 7 Shawn Wallace, District 9 Clarence Triche, District 11
Albert Burl, District 2 Patrick H. Sanders, District 4 Kelth Jones, District 6 Debbie Schum, District 8 Nia Mitchell, District 10

AGENDA

ST. JOHN PARISH SCHOOL BOARD LAND AND FACILITIES COMMITTEE

Tuesday, July 16, 2019 – 9:00 a.m.

St. John the Baptist Parish School Board Office

1. Public Comment: Call to Order, Pledge of Allegiance
2. Public Comment: Roll Call
3. Public Comment: Approval of Minutes: Meeting of June 11, 2019 (Action)
4. Public Comment: Mr. Peter Montz – Request committee approval to renew insurance coverage with LARMA (Action)
5. Public Comment. Mr. Peter Montz – Consider selling the Lucy School location to Harvest Time Community Development Corporation (Action)
6. Public Comment: Committee Items of Interest
7. Public Comment: Adjournment

**ST. JOHN THE BAPTIST PARISH SCHOOL BOARD
LAND AND FACILITIES MEETING
AGENDA ITEM**

MEETING DATE: July 16, 2019

ITEM #: 4

TOPIC:

Request Committee approval to renew insurance coverage with LARMA.

BACKGROUND:

We have \$190,748.00 in equity with LARMA. If the Board would not renew coverage with LARMA and leave the insurance pool, we would forfeit all of the equity funds.

Type	Company	Agent	Premium	Expires
General Liability	LARMA	LA Insurance Service	\$ 18,819.00	10.01.19
Fleet Liability	LARMA	LA Insurance Service	\$142,187.00	10.01.19
Bus Physical Damage	LARMA	LA Insurance Service	\$ 39,807.00	10.01.19
Errors and Omissions	LARMA	LA Insurance Service	\$ 17,384.00	10.01.19
Boiler/Machinery	Travelers	LA Insurance Service	\$ 4,149.00	10.01.19
Employee Bond	CNA	LA Insurance Service	\$ 2,542.00	10.01.19
Workers Comp	State National	Riverland Insurance	\$ 57,179.00	10.01.19
TPA Services	Hammerman and Gainer		\$ 20,000.00	10.01.19

ALTERNATIVES:

Accept recommendation

Do not accept

Table

SUPERINTENDENT'S RECOMMENDATION:

COST:

FUNDING SOURCE:

INFORMATION SOURCES:

Mr. Peter Montz

**ST. JOHN THE BAPTIST PARISH SCHOOL BOARD
LAND AND FACILITIES MEETING
AGENDA ITEM**

MEETING DATE: July 16, 2019

ITEM #: 5

TOPIC:

Consider selling the Lucy School location to Harvest Time Community Development Corporation.

BACKGROUND:

Harvest Time Community Development Corporation has been leasing the Lucy School location since November 2005.

ALTERNATIVES:

Accept recommendation

Do not accept

Table

SUPERINTENDENT'S RECOMMENDATION:

COST:

FUNDING SOURCE:

INFORMATION SOURCES:

Mr. Peter Montz

NOTICE OF CANCELLATION

You are hereby notified that in accordance with the terms and conditions of the below mentioned policy, your insurance will cease at and from the hour and the date mentioned below.

Second Ward High Cultural Community, Inc.
502 Hwy 18
Edgard, LA 70049

CC: Riverlands Insurance Services,
Inc.
985.652.5933

POLICY NO: CPS3168135

Company: Scottsdale Insurance Company

CANCELLATION TO TAKE EFFECT AT 12:01 A.M. ON: 06/27/19

DATE OF NOTICE: 07/02/19

Cancellation Notice Issued at: AmWINS Group, Inc.

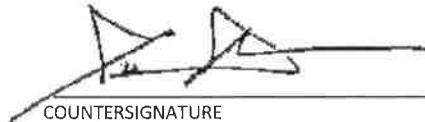
435 N. Pacific Coast Highway Suite 200, Redondo Beach, CA 90277

**REASON: THIS IS A COURTESY NOTICE FOR THE ADDITIONAL INTEREST ONLY.
PLEASE BE ADVISED THIS POLICY CANCELLED FOR NONPAYMENT TO THE
FINANCE COMPANY EFFECTIVE: 06/27/19**

If you would like additional information concerning this action, state law requires that you submit a written request within ninety (90) days of the date this notice was mailed to you. Please send your request to AmWINS Group, Inc. P.O. Box 8010, Redondo Beach CA 90277

If the premium has been paid, adjustment will be made as soon as practical after cancellation becomes effective. If the premium has not been paid, a bill for the premium earned to the time of cancellation will be forwarded in due course. If the policy is subject to audit, return (or additional) premium will be billed after the audit is finalized

ST. JOHN THE BAPTIST PARISH SCHOOL
BOARD
P.O. DRAWER AL
118 WEST 10TH STREET,
RESERVE, LA 70084


COUNTERSIGNATURE

CERTIFICATION

I hereby certify that I personally mailed in the U.S. Post Office at the place and time stamped hereon, a notice of cancellation or nonrenewal to the insured and, if required, to the lienholder, an exact carbon copy of which appears above, and at said time received from the U.S. Postal Service the receipt made a part hereof or attached hereto.

Signature _____

UNITED STATES POSTAL SERVICE

Received from

One piece of ordinary mail addressed to:

Signed this _____ day of _____ 20____

FOR USE AS A "CERTIFICATE OF MAILING" AS PROVIDED IN SECTION 931 OF
THE DOMESTIC MAIL MANUAL.
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE F
FOR INSURANCE.

LA (General Liability)

LEASE AGREEMENT

BY: ST. JOHN THE BAPTIST
PARISH SCHOOL BOARD

STATE OF LOUISIANA

TO: HARVEST TIME COMMUNITY
DEVELOPMENT CORPORATION

PARISH OF ST. JOHN
THE BAPTIST

BE IT KNOWN, that on the 1st day of November, 2005, the below named parties have entered into the following agreement:

St. John the Baptist Parish School Board a governmental subdivision of the State of Louisiana, appearing herein through its, duly authorized President, by virtue of a resolution a certified copy of which is annexed hereto and made part hereof, hereinafter referred to as "Lessor", and The Harvest Time Community Development Corporation, a Louisiana corporation, appearing herein through its duly authorized President, by virtue of the attached resolution, hereinafter referred to as "Lessee".

I.

Lessor hereby leases to Lessee, for a term of four (4) years, beginning and in effect, on the 1st day of November, 2005, and ending on the 31st day of October, 2022, and Lessee under the same terms and conditions, the following described property, together with all improvements thereon, to-wit:

The former site of Lucy Elementary School located on Louisiana Highway 18, Lucy, Louisiana. See attached legal description marked Exhibit A. At any time during the initial term of this lease, Lessee shall have the option to purchase the leased premises at an amount to be determined between Lessor & Lessee. Said option should be exercised by written notice to Lessor from Lessee,

II.

It is understood by the parties hereto that the leased premises may become necessary for school purposes during the term of this lease. In that event, Lessor shall give Lessee written notice thereof and shall allow reasonable time not to exceed four (4) months to vacate that portion of the premises needed for school purposes. The portion of the leased premises to be vacated shall no longer be considered as the "leased premises" as contemplated herein while the remainder of the premises shall continue to be considered the "leased premises" during the remainder of the term of this lease.

III.

The leased property shall be used only for the activities listed in Exhibit B and only for other activities approved by Lessor in writing. The leased property shall not be use for any other

purposes without the prior written consent of Lessor. If Lessee fails to commence use of the property for the above purposes within one (1) year from the date of this lease agreement, this lease agreement shall be terminated.

Lessee shall not make any nuisance use of the premises. Under no circumstances shall any hazardous materials be brought onto or stored on said premises.

If, in the opinion of the Lessor, the premises or any part thereof are not being used for the authorized purposes, the Lessor may give the Lessee written notice requiring the Lessee to terminate such improper use within the (10) days thereafter. A failure to comply with such request shall constitute a breach of this Lease, which will entitle the Lessor to immediate possession of the premises hereby leased (in addition to all other remedies given to the Lessor in case of the breach of any of the conditions or covenants of this lease).

IV.

As consideration for the lease of the premises herein, Lessee agrees to provide any maintenance services in reference to the above described property required to comply with all parish ordinances regarding weeds, obnoxious growths and/or unsafe buildings; agrees to provide insurance as described further in this lease agreement and agrees to keep the property secure at all times. Lessee also agrees to make renovations and/or improvements to the property which shall have an annual averaged value of at least \$750.00.

V.

The parties hereto take cognizance of the present condition of the improvements currently existing upon the leased premises, and agree that Lessee, at its own expense, must make any repairs thereto which are necessary to make the land and building safe and comply with all necessary codes prior to using the property for the intended and authorized purposes.

VI.

Lessee shall not assign or transfer this lease or sublease the subject property or any portion thereof without the prior written consent of the Lessor.

VII.

If the Lessee shall cease to use and occupy the property as herein provided, or should such property as herein provided, be vacated or deserted during the term of this lease, or any renewal or extension, or if the Lessee fails to maintain, secure and make the improvements to the property and provide the insurance as required herein, the Lessor may, at its option, terminate this lease agreement.

VIII.

No alternations, demolitions, additions or improvements to the leased premises shall be made by Lessee without first obtaining the written consent of Lessor. Any alteration, addition or improvement made, and all fixtures installed by the Lessee after such consent is given, which are permanently attached to the property, at the termination of the agreement, become the property of the Lessor and all improvements not permanently attached, shall remain the property of the Lessee, provided, however, that the Lessor shall have the right to require the Lessee to put said premises in a suitable condition to be used for school purposes and Lessee shall be required, at its expense, to make any alterations or remove any additions and fixtures installed by Lessee necessary to accomplish the above. Lessee shall be allowed a period of 90 days to remove said improvements and to perform the necessary work to place the premises in suitable condition. Should Lessee fail or neglect to do said work in said period of time, Lessor shall have the right, but not the obligation, to perform said work and Lessee shall be required to reimburse Lessor for all expenses incurred.

IX.

At the commencement of the term, the Lessee shall accept the land, building, improvements and any equipment on or in the leased premises, in their existing condition. No representation, statement, or warranty, expressed or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property. In no event shall the Lessor be liable for any defect in such property or for any limitation on its use.

X.

It is understood and agreed to by Lessor and Lessee that Lessor shall have no responsibility toward Lessee for the maintenance, repair or replacement of anything concerning or connected with said leased premises and that this is the sole responsibility of Lessee and forms part of the consideration of the rent herein specified.

XI.

Lessee shall permit the Lessor or the authorized representatives of the Lessor, to enter the demised premises at all reasonable times for the purpose of inspecting the same.

XII.

Lessee agrees to maintain and repair all of the sidewalks, walkways and roads located on said leased premises and keep them in a safe place and usable condition at all times.

XIII.

Lessee shall be responsible for any and all utility expenses or charges connected with the leased premises and shall have utilities put in its name.

XIV.

All notices and payments due under this lease agreement shall be mailed or delivered as follows:

LESSOR: 118 West 10th Street
P. O. Drawer AL
Reserve, LA 70084

LESSEE: 214 Chad B. Baker Street
Reserve, LA 70084

The notices required to be given under this Lease shall be in writing and by certified mail addressed to the Lessee at the above address or Lessor at the above address, and such mailing shall constitute full proof of and compliance with the requirements of notice, regardless whether addressee receives such notice or not.

XV.

Lessor reserves any and all mineral rights to said property.

XVI.

Lessee, at its expense, agrees to provide at all times during the terms of this lease, general liability insurance in a company approved by Lessor, providing for limitations not less than One Million Dollars and naming the Lessor as additional insured. Lessee further agrees to indemnify and hold Lessor harmless from all claims for personal injuries, death and property damage which occur as the result of the Lessee's use of the leased property or which result from any work done in and about the demised premises by Lessee or any contractor selected by or for Lessee.

In the event alterations, additions or improvements are made on the property as provided in this lease agreement, Lessee shall, at its expense, provide at all times during the term of this lease, property damage insurance on said structures in an amount as approved by Lessor.

Lessee shall provide Lessee a certificate of insurance concerning the above insurance policies.

XVII.

In the event Lessee should default on any of its obligations or restrictions as provided in this lease agreement and should fail or refuse to correct or remedy said default, Lessor may, at its option, cancel and terminate this lease agreement.

XVIII.

This lease agreement shall only be amended by a written amendment signed by both parties.

Executed in Reserve, Louisiana, this 1st day of November, 2005.

ST. JOHN THE BAPTIST PARISH SCHOOL
-LESSOR

BY:

WITNESSES:
Gerald Keller
Henry Perry

Gerald Keller
DR. GERALD KELLER, President

HARVEST TIME COMMUNITY
DEVELOPMENT CORPORATION-LESSEE

WITNESSES:
Debra B. Audum
Cynthia Madere

BY:
Eldridge F. Moll, Jr.
ELDRIDGE F. MOLL, JR.
Pastor

EXHIBIT B

As consideration for the usage of the Lucy Elementary School, Harvest Time Community Corporation agrees to reconstruct the school back to a useable state which will allow for implementation of an outreach program. The Program is designed to socially, economically and educationally, impact, influence and enhance the lives of people.

To return the facility to a reuseable state lessec agrees to:

1. Refurbish the restrooms to meet Board of Health standards.
2. Repair the roof as necessary.
3. Maintain/repair the heating & cooling systems.
4. Maintain grass and grounds

In fulfillment of this agreement Harvest Time Community Development Corporation will develop the following services and programs.

- Alcohol, Drug, and Substance Abuse Rehabilitation Counseling for women & men (youth group and adult group)
- Child development center
- After school program
- Summer day camp program for children and youth
- Weekly food distribution
- Youth Mentoring
- Skill training
- Tutorial Program for youth and adults
- Job Placement
- Computer Training Center
- GED Preparation Center/Adult Literacy Program
- Recreation facilities, such as a baseball and football field
- Workshop activities