

**2021-0032**

**INTRODUCED BY: BOB FISHER, COUNCILMAN, DISTRICT VI**

**ORDINANCE NO. 21-2-4**

An ordinance to request an emergency temporary change of the Polling Place for the Primary Election to be held on March 20, 2021 and the General Election to be held on April 24, 2021, for Precinct 6-1 in Montz, Louisiana, from Zephirin Perilloux Firehouse, 17830 River Road, Montz to the Montz Community Center, 152 Union Lane, Montz and to authorize the Parish President to execute a Lease with Providence Baptist Church, Number Two of Montz, Louisiana, Inc., on behalf of St. Charles Parish.

**WHEREAS,** in an effort to better serve the public on Election Day, the Parish has been in discussions with the Clerk of Court and the Registrar of Voters in regards to conditions at Precinct 6-1; and,

**WHEREAS,** as a result of these discussions it was determined that there is a need to request that Precinct 6-1 be temporarily relocated; and,

**WHEREAS,** a temporary emergency change of the Polling Place for Precinct 6-1 from the Zephirin Perilloux Firehouse, 17830 River Road, Montz, LA to the Montz Community Center, 152 Union Lane, Montz, LA for the November 3, 2020 and the December 5, 2020 elections was approved by the Commissioner of Elections; and,

**WHEREAS,** an emergency temporary change is being requested of the Polling Place for Precinct 6-1 from the Zephirin Perilloux Firehouse, 17830 River Road, Montz, LA to the Montz Community Center, 152 Union Lane, Montz, LA to allow voting to continue at 152 Union Lane for the Primary Election to be held on March 20, 2021 and the General Election to be held on April 24, 2021; and,

**WHEREAS,** it is the desire of the Parish Council to request said emergency temporary change.

**THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:**

**SECTION I.** That an emergency temporary change to the following Polling Place for the Primary Election to be held on March 20, 2021 and the General Election to be held on April 24, 2021 is hereby approved:

**Precinct 6-1**

From: Zephirin Perilloux Firehouse, 17830 River Road, Montz, LA

To: Montz Community Center, 152 Union Lane, Montz, LA

**SECTION II.** That said change shall be effective upon approval by the Secretary of State.

**SECTION III.** That the Parish President is hereby authorized to execute said Lease with Providence Baptist Church, Number Two of Montz, Louisiana, Inc. on behalf of St. Charles Parish.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

**YEAS:** DONALDSON, FONSECA, DARENSBOURG GORDON, CLULEE, GIBBS, DUFRENE, BELLOCK, FISHER, FISHER-PERRIER  
**NAYS:** NONE  
**ABSENT:** NONE

And the ordinance was declared adopted this 8th day of February, 2021, to become effective five (5) days after publication in the Official Journal.

2021-0032 Precinct 6-1 Temporary Relocation, Montz.docx

CHAIRMAN: *Marilyn Bellock*  
SECRETARY: *Michelle Dupontato*  
DLVD/PARISH PRESIDENT: February 8, 2021  
APPROVED: *[Signature]* DISAPPROVED: \_\_\_\_\_  
PARISH PRESIDENT: *[Signature]*  
RETD/SECRETARY: February 8, 2021  
AT: 8:41 pm RECD BY: *[Signature]*

RECORDED IN THE ST. CHARLES PARISH  
CLERK OF COURT OFFICE  
ON February 11, 2021  
AS ENTRY NO. 456235  
IN MORTGAGE/CONVEYANCE BOOK  
NO. 902 FOLIO 244

Polling Place lease may be printed from our website [www.sos.la.gov](http://www.sos.la.gov). It is required to be submitted to the Secretary of State's Office; Attention Accounting, before any payments will be made.

**POLLING PLACE LEASE AGREEMENT**

STATE OF LOUISIANA

PARISH OF St. Charles

THIS AGREEMENT made this 19<sup>th</sup> day of January, 2021, by and between St. Charles, (PARISH) hereby agrees that OWNER/LESSOR will lease the following premises ("LEASED POLLING PLACE PREMISES") located at 152 Union Lane, Metz, LA, for use as a polling place in accordance with Title 18, section 533 of the Louisiana Revised Statutes.

**1. TERM**

This lease agreement is for a term commencing on 19<sup>th</sup> day of January 2021 and ending on Dec 31, 2021.

**2. AUTOMATIC RENEWAL**

This agreement shall automatically renew for a like term of one (1) year at the same rental rate, unless one of the parties to this agreement notifies the other, at least thirty (30) days prior in writing of the desire not to renew the lease agreement at least thirty (30) days prior to the expiration date of this agreement.

**3. PAYMENT OF RENT**

This agreement was made for and in consideration of a rental rate of \$ 150.<sup>00</sup> per election in accordance of the terms of this agreement. All rental payments shall be mailed to the following address: Providence Baptist Church, Member Two of Montz, LA. Cancellation of any election for any reason shall not result in payment of rent therefore. P.O. Box 1681, Laplace LA 70069

**4. TERMINATION OF AGREEMENT**

Either party may terminate this agreement upon thirty day (30) written notice to the other party at any time, except during the period commencing two (2) days before the date that qualifications open for an election, and this agreement shall remain in effect for all elections for which qualifying was opened.

**5. LEASED POLLING PLACE PREMISES REQUIREMENTS**

The LESSOR/OWNER shall give the PARISH the exclusive use of the leased premises for each election held in and involving Ward/district/precinct 6- or any parts thereof. The PARISH is authorized to use and occupy the LEASED POLLING PLACE

PREMISES on such election days. Additionally, the OWNER/LESSOR agrees that the LEASED POLLING PLACE PREMISES SHALL BE EQUIPPED WITH THE FOLLOWING:

- (i) sanitary facilities
- (ii) proper electric current, fixtures, and outlets necessary to Voting Machines and conduct the election; and
- (iii) meet the requirements for accessibility for individuals with disabilities.

**6. VOTING RIGHTS ACCESSIBILITY FOR THE ELDERLY AND HANDICAPPED ACT**

OWNER/LESSOR AGREES that the LEASED POLLING PLACE PREMISES shall be in full compliance with the Americans with Disabilities Act and Voting Rights Accessibility for the Elderly and Handicapped Act. In the event said LEASED POLLING PLACE PREMISES fails to be in compliance with the Americans with Disabilities Act and the Voting Rights Accessibility for the Elderly and Handicapped Act, the Parish shall immediately give written notice to the OWNER/LESSOR within seven (7) days of the noncompliance and thereafter OWNER/LESSOR will have Thirty (30) days to rectify and/or remedy those defects which cause the LEASED POLLING PLACE PREMISES to fail to be in compliance. Moreover, in the event OWNER/LESSOR fails to rectify and/or remedy those conditions within thirty (30) days of notice of noncompliance, the PARISH has the sole and exclusive right to immediately terminate this agreement.

**7. LIABILITY**

OWNER/LESSOR of the premises to be used by any person as a polling place on any election day shall not be liable to such person for injury to person or property which occurs on the premises while it is being used as a polling place on any election day, but does not exclude any liability which would otherwise exist for willful or malicious injury to persons or property or liability imposed on the owner, lessee, or occupant of the premises pursuant to Civil Code Articles 2317 or 2322. Nothing shall be construed to relieve any person using the premises of another as a polling place from any obligation which he may have in the absence of these provisions to exercise care in his use of such premises or from the legal consequences of failure to employ such care.

**8. TRANSFERABILITY**

The OWNER/LESSOR may not assign either this lease agreement and any of its rights, interest or obligations hereunder without the prior written approval of the PARISH. All terms and conditions of this lease shall be binding and enure to the benefit of and be enforceable by the respective successors and permitted assigns of the OWNER/LESSOR. Notwithstanding and foregoing, this lease shall not be sold nor the payments due or to become due hereunder assigned without the prior written consent of the other party.

**9. OWNERSHIP OF THE LEASED POLLING PLACE PREMISES**

The OWNER/LESSOR affirms that the LEASED POLLING PLACE PREMISES is not owned, occupied, or leased by a candidate in an election, or is a spouse of any such candidate, or an officer or employee of the state, city, or any of its political subdivisions.

**10. TAXES**

The OWNER/LESSOR agrees to be fully responsible for the payment of any state and/or federal taxes due under this Agreement. The federal identification number or social security number of the OWNER/LESSOR is \_\_\_\_\_.

IN WITNESS WHEREOF, the parties have executed this agreement this 19<sup>th</sup> day of January, 2021

WITNESSES:

Lance Marino

LANCE MARINO

PARISH OF St. Charles

By: Math Jewell

Title: Parish President

WITNESSES:

Dale Mitchell

Dale Mitchell

OWNER/LESSOR

By: Roland Brown Jr.

Title: Registered Agent(s)/Secretary  
Roland Brown, Sr.