

OFFICIAL PROCEEDINGS OF
THE ST. MARY PARISH COUNCIL OF THE
PARISH OF ST. MARY, STATE OF LOUISIANA

NOVEMBER 17, 2021
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman Dean S. Adams presiding and the following members present: Rev. Craig A. Mathews, J Ina, Leslie “Les” Rulf, Jr., Patrick J. Hebert, James W. Bennett, Jr., Mark A. Duhon, Kristi Prejeant Rink, M.D., and Gwendolyn L. Hidalgo. Absent were Rodney Olander and Scott Ramsey.

The Invocation was pronounced by Mr. Hebert and the Pledge of Allegiance was led by Mr. Rulf.

Dr. Rink moved that the reading of the minutes of the First Regular Meeting, November 10, 2021 be dispensed with and that the same be approved. Mr. Hebert seconded the motion, which carried.

Chris Disher with Cajun Broadband appeared before the Council to discuss St. Mary Parish Broadband Grant Application/Proposal to increase coverage in rural areas of the Parish.

Rev. Mathews expounded on the application process, qualifications, Phase 1 factors, and matching funds relative to the Louisiana GUMBO (Granting Unserved Municipalities Broadband Opportunities) Grant Program.

In response to Mr. Duhon’s inquiry relative to what areas would be applying for broadband internet access and the Parish’s percentage of matching funds, Mr. Disher stated that the west end of the Parish is in need of internet access and he expounded on the match requirement for the grant.

Chief Administrative Officer, Henry “Bo” LaGrange informed that he researched the GUMBO Grant Program and stated that the program requires the provider that is applying for the funds to provide a minimum of 20 percent of the cost and that the application scoring process adds one point for each additional percentage over 20 percent. He also expounded on local government in kind funding and matching of funds. He stated that the application is open to any provider but Cajun Broadband is the only provider that has expressed interest in providing broadband internet service to St. Mary Parish.

In response to Rev. Mathews’ inquiry, Mr. LaGrange stated that the first application is proposed for the Sorrell area and that the construction estimate is \$800,000. The current budget proposal for the Sorrell area is that Cajun Broadband would put up 20 percent (\$160,000), the Parish would put up 10 percent (\$80,000), and the remainder would be from the GUMBO Grant Program (\$560,000).

In response to Mr. Hebert’s inquiry relative to the funding of this project, Mr. LaGrange stated that the American Rescue Plan Act Funds could be used and he also mentioned the use of Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund.

Per Mr. LaGrange’s inquiries, Mr. Disher stated that in ground fiber would be installed in the Parish’s right of way and that other Parishes have put aside local funding for broadband internet expansion.

In response to Mr. Hebert’s inquiry relative to available funds in the Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund, Mr. LaGrange stated that approximately \$150,000 is available.

In response to several Council Members inquiries, Mr. Disher stated that the first deadline to apply is December 31, 2021 and the next deadline is June, 2022. He stated that the Sorrell, Four Corners, Verdunville, and Irish Bend Road areas are in need of broadband internet.

After discussion, Rev. Mathews requested to move up Item 14F, “Resolution of support for the Broadband Grant Proposal and a commitment from the Parish for matching funds should proposal be approved for Phase 1 funding.”

Rev. Mathews moved that the following Resolution, including a commitment to provide a 10 percent match with a 60/40 split for Phase 1 funding for the Sorrell area and no match for the Four Corners, Verdunville, and Irish Bend Road areas, be adopted. Mr. Duhon seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Mathews, Ina, Rulf, Hebert, Bennett, Duhon, Rink, Hidalgo, and Adams

NAYS: None

ABSTAIN: None

ABSENT: Olander and Ramsey

RESOLUTION

Resolution of support for a Broadband Grant Proposal under the Louisiana GUMBO Grant Program and a commitment from St. Mary Parish to provide a 10% match with a 60/40 split for Phase I funding for the Sorrell area and “No match” for the Four Corners, Verdunville, and Irish Bend Road areas.

BE IT RESOLVED, that St. Mary Parish Council does hereby submit a Resolution of support for the Broadband Grant Proposal under the Louisiana GUMBO Grant Program and a commitment from St. Mary Parish to provide a 10% match with a 60/40 split for Phase I funding for the Sorrell area and “No match” for the Four Corners, Verdunville, and Irish Bend Road areas.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 17th day of November 2021.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

Parish President, David Hanagriff expounded on a proposed resolution that he placed on the agenda but was removed by Chairman Adams relative to a possible ethics issue regarding Mr. Bennett. President Hanagriff wished everyone a Happy Thanksgiving.

In response, Mr. Adams stated that he contacted Legal Counsel, Eric Duplantis, and was advised that he has authority to remove President Hanagriff’s resolution request from the agenda and that President Hanagriff could contact the ethics board for an opinion without Council consideration.

Mr. Duplantis explained that items on the agenda are placed at the discretion of the Council and that the Chairman can make the decision to remove an item if it is not requested by the Council.

Mr. Bennett expounded on proposed allegations and stated that his attorney is handling the matter.

Chief Administrative Officer, Henry “Bo” LaGrange, presented his report for a one (1) week period ending November 17, 2021.

Item 1 in Mr. LaGrange’s report stated, “The Teche Project has advised that a dedication ceremony for the Bayou Teche National Paddle Trail – Centerville Trailhead will be held at Schwan Park, 514 Parish Road 131 (Verdunville Road) at 10:30 a.m. on Tuesday, November 30, 2021. The dedication of the floating dock will be unveiled at the ceremony.”

Item 2 in Mr. LaGrange’s report stated, “The St. Mary Levee District has announced its ribbon cutting ceremony for the Bayou Teche Flood Control Structure on Thursday, November 18, 2021 at 10:00 a.m. The ribbon cutting location will be at the floodgate accessed via the service road running from LA Hwy. 87 to the Floodgate.”

Per Mr. Bennett’s request relative to installing a flag pole and flag at J. C. Russo Boat Landing, Mr. LaGrange stated that the Parish has a flag pole that was donated by Merlin Price, Jr. that can be installed.

In response to Mr. Duhon’s inquiry relative to the Amelia Pump Station Project, Mr. LaGrange stated that while driving sheet piles, they hit an obstruction at a depth of approximately 35 feet; therefore, the engineer and contractor are waiting for the additional sheet pilings to arrive in order to work around the obstruction. He also informed that a proposed change order is due to delays caused by Hurricane Ida, hiring a new supervisor, and modifications to the west wing wall, and that he will invite the engineer to the Council Meeting to discuss the change order and any other questions.

In response to Mr. Duhon’s inquiry relative to rock that was installed during the high water event at the Amelia Boat Landing, Mr. LaGrange stated that it will be removed.

Rev. Mathews moved that the Advisory Budget/Finance Committee Report, November 10, 2021 and the Public Hearing Report, November 10, 2021 be approved. Dr. Rink seconded the motion, which carried.

Mr. Ina introduced the following ordinances:

ORDINANCE NO.

An Ordinance amending and re-enacting Ordinance No. 2271 adopting the 2021 Combined Budgets of Revenues and Expenditures for the Parish of St. Mary, State of Louisiana.

BE IT ORDAINED, by the St. Mary Parish Council, that the following 2021 Combined Budgets of Revenues and Expenditures are hereby adopted and that all amounts appropriated for all accounts shall not exceed the amounts fixed therefor in the Budget of Expenditures; the Administration shall notify the Council within 30 days of a budget account fluctuation of five percent (5%) below revenues or five percent (5%) over in expenditures and the necessary budget amendments shall be made:

**GENERAL FUND
FUND 001**

		AMENDED
Estimated beginning balance 1/1/21	\$650,000	(\$172,126)
Anticipated Revenues:		
3100. TAXES	3,520,000	3,320,000
3200. LICENSES & PERMITS	721,500	
3300. INTERGOVERNMENTAL REVENUE	6,299,814	7,042,164

3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	368,425	
3600. USE OF MONEY & PROPERTY	335,796	1,985,796
3700. MISCELLANEOUS REVENUES	144,860	163,860
3800. OTHER FINANCING SOURCES	2,280,000	2,780,000
TOTAL ANTICIPATED REVENUES	13,670,395	16,381,745
TOTAL FUNDS AVAILABLE	14,320,395	16,209,619
Anticipated Expenditures:		
4000. GENERAL GOVERNMENT	7,250,122	8,298,936
4100. PUBLIC SAFETY	544,465	
4300. HEALTH & WELFARE	813,721	
4500. CULTURE & RECREATION	819,410	953,910
4850. OTHER FINANCING USES	3,490,600	5,142,568
TOTAL ANTICIPATED EXPENDITURES	12,918,318	15,753,600
FUND BALANCE ENDING	\$1,402,077	\$456,019

**WITNESS FEE FUND
FUND 020**

AMENDED

Estimated beginning balance 1/1/21	\$97,942	\$97,943
Anticipated Revenues:		
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	50,000	
TOTAL ANTICIPATED REVENUES	50,000	
TOTAL FUNDS AVAILABLE	147,942	147,943
Anticipated Expenditures:		
4000. GENERAL GOVERNMENT	61,500	61,443
TOTAL ANTICIPATED EXPENDITURES	61,500	61,443
FUND BALANCE ENDING	\$86,442	\$86,500

**JUROR COMPENSATION FUND
FUND 030**

Estimated beginning balance 1/1/21	\$143,177	
Anticipated Revenues:		
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	50,000	

TOTAL ANTICIPATED REVENUES	50,000
TOTAL FUNDS AVAILABLE	193,177
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	25,000
4850. OTHER FINANCING USES	50,000
TOTAL ANTICIPATED EXPENDITURES	75,000
FUND BALANCE ENDING	\$118,177

**GAMING RECEIPT FUND
FUND 101**

		AMENDED
Estimated beginning balance 1/1/21	\$40,500	\$63,609
Anticipated Revenues:		
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	1,400,000	
TOTAL ANTICIPATED REVENUES	1,400,000	
TOTAL FUNDS AVAILABLE	1,440,500	1,463,609
Anticipated Expenditures:		
4000. GENERAL GOVERNMENT	2,145	
4100. PUBLIC SAFETY	135,000	
4850. OTHER FINANCING USES	1,296,851	
TOTAL ANTICIPATED EXPENDITURES	1,433,996	
FUND BALANCE ENDING	\$6,504	\$29,613

**ROAD CONSTRUCTION & MAINTENANCE
FUND 102**

Estimated beginning balance 1/1/21	\$150,000	\$20,454
Anticipated Revenues:		
3300. INTERGOVERNMENTAL REVENUE	3,491,780	3,371,924
3600. USE OF MONEY & PROPERTY	11,000	
3700. MISCELLANEOUS REVENUE	55,000	
3800. OTHER FINANCING SOURCES	2,350,000	2,950,000
TOTAL ANTICIPATED REVENUES	5,907,780	6,387,924
TOTAL FUNDS AVAILABLE	6,057,780	6,408,378
Anticipated Expenditures:		

4200. PUBLIC WORKS	3,836,024	4,008,824
4850. OTHER FINANCING USES	2,163,000	
TOTAL ANTICIPATED EXPENDITURES	5,999,024	6,171,824
FUND BALANCE ENDING	\$58,756	\$236,554

**SANITATION
FUND 108**

AMENDED

Estimated beginning balance 1/1/21	\$770,942	\$478,002
Anticipated Revenues:		
3100. TAXES	2,200,000	2,800,000
3300. INTERGOVERNMENTAL REVENUE	126,159	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	1,358,000	
3600. USE OF MONEY & PROPERTY	11,000	
TOTAL ANTICIPATED REVENUES	3,695,159	4,295,159
TOTAL FUNDS AVAILABLE	4,466,101	4,773,161
Anticipated Expenditures:		
4100. PUBLIC SAFETY	255,351	
4200. PUBLIC WORKS	2,114,515	2,179,515
4300. HEALTH AND WELFARE	76,159	
4850. OTHER FINANCING USES	1,988,385	
TOTAL ANTICIPATED EXPENDITURES	4,434,410	4,499,410
FUND BALANCE ENDING	\$31,691	\$273,751

**BOAT LANDING PERMIT FUND
FUND 111**

Estimated beginning balance 1/1/21	\$162,000	\$146,008
Anticipated Revenues:		
3200. LICENSES & PERMITS	20,000	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	29,050	
3600. USE OF MONEY & PROPERTY	2,000	
TOTAL ANTICIPATED REVENUES	51,050	
TOTAL FUNDS AVAILABLE	213,050	197,058

Anticipated Expenditures:

4500. CULTURE & RECREATION	157,000	88,500
TOTAL ANTICIPATED EXPENDITURES	157,000	88,500
FUND BALANCE ENDING	\$56,050	\$108,558

**WARDS 5 & 8 SALES TAX
FUND 125**

AMENDED

Estimated beginning balance 1/1/21	\$636,978	
Anticipated Revenues:		
3100. TAXES	240,000	315,000
3600. USE OF MONEY & PROPERTY	3,500	
TOTAL ANTICIPATED REVENUES	243,500	318,500
TOTAL FUNDS AVAILABLE	880,478	955,478

Anticipated Expenditures:

4000. GENERAL GOVERNMENT	4,300	
4100. PUBLIC SAFETY	10,000	
4200. PUBLIC WORKS	69,000	83,500
4500. CULTURE & RECREATION	163,450	
TOTAL ANTICIPATED EXPENDITURES	246,750	261,250
FUND BALANCE ENDING	\$633,728	\$694,228

**WARDS 1,2,3,4,7, & 10 SALES TAX
FUND 129**

Estimated beginning balance 1/1/21	\$595,414	
Anticipated Revenues:		
3100. TAXES	360,000	390,000
3600. USE OF MONEY & PROPERTY	2,000	
TOTAL ANTICIPATED REVENUES	362,000	392,000
TOTAL FUNDS AVAILABLE	957,414	987,414

Anticipated Expenditures:

4000. GENERAL GOVERNMENT	1,000	
4100. PUBLIC SAFETY	70,523	
4200. PUBLIC WORKS	144,500	147,000
4300. HEALTH AND WELFARE	4,000	7,134

4500. CULTURE & RECREATION	180,513	187,613
TOTAL ANTICIPATED EXPENDITURES	400,536	413,270
FUND BALANCE ENDING	\$556,878	\$574,144

**FAIRVIEW TREATMENT CENTER
FUND 154**

AMENDED

Estimated beginning balance 1/1/21	-0-
Anticipated Revenues:	
3300. INTERGOVERNMENTAL REVENUE	\$2,067,991
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	600
TOTAL ANTICIPATED REVENUES	2,068,591
TOTAL FUNDS AVAILABLE	2,068,591
Anticipated Expenditures:	
4300. HEALTH & WELFARE	2,068,591
TOTAL ANTICIPATED EXPENDITURES	\$2,068,591
FUND BALANCE ENDING	-0-

**FAIRVIEW PATIENT FEE FUND
FUND 155**

Estimated beginning balance 1/1/21	\$8,000
Anticipated Revenues:	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	2,000
TOTAL ANTICIPATED REVENUES	2,000
TOTAL FUNDS AVAILABLE	10,000
Anticipated Expenditures:	
4300. HEALTH & WELFARE	-0-
TOTAL ANTICIPATED EXPENDITURES	-0-
FUND BALANCE ENDING	\$10,000

**CLAIRE HOUSE FUND
FUND 156**

AMENDED

Estimated beginning balance 1/1/21	-0-
Anticipated Revenues:	
3300. INTERGOVERNMENTAL REVENUE	\$579,363
TOTAL ANTICIPATED REVENUES	579,363
TOTAL FUNDS AVAILABLE	579,363
Anticipated Expenditures:	
4300. HEALTH & WELFARE	579,363
TOTAL ANTICIPATED EXPENDITURES	\$579,363
FUND BALANCE ENDING	-0-

**16TH JUDICIAL DISTRICT ST. MARY PARISH DRUG COURT
FUND 157**

Estimated beginning balance 1/1/21	-0-
Anticipated Revenues:	
3300. INTERGOVERNMENTAL REVENUE	\$336,000
TOTAL ANTICIPATED REVENUES	336,000
TOTAL FUNDS AVAILABLE	336,000
Anticipated Expenditures:	
4300. HEALTH & WELFARE	336,000
TOTAL ANTICIPATED EXPENDITURES	\$336,000
FUND BALANCE ENDING	-0-

**16TH JUDICIAL DISTRICT ST. MARY PARISH DRUG COURT
FEE FUND – FUND 158**

AMENDED

Estimated beginning balance 1/1/21	-0-
Anticipated Revenues:	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	4,000
TOTAL ANTICIPATED REVENUES	4,000
TOTAL FUNDS AVAILABLE	4,000
Anticipated Expenditures:	
4300. HEALTH & WELFARE	3,000
TOTAL ANTICIPATED EXPENDITURES	3,000
FUND BALANCE ENDING	\$1,000

**JOB READINESS PROGRAM
FUND 162**

Estimated beginning balance 1/1/21	\$533	\$4,651
Anticipated Revenues:		
3300. INTERGOVERNMENTAL REVENUE	850	
TOTAL ANTICIPATED REVENUES	850	
TOTAL FUNDS AVAILABLE	1,383	5,501
Anticipated Expenditures:		
4300. HEALTH & WELFARE	1,350	
TOTAL ANTICIPATED EXPENDITURES	1,350	
FUND BALANCE ENDING	\$33	\$4,151

**DWI COURT
FUND 163**

		AMENDED
Estimated beginning balance 1/1/21	-0-	(\$13,826)
Anticipated Revenues:		
3300. INTERGOVERNMENTAL REVENUE	\$75,000	
TOTAL ANTICIPATED REVENUES	75,000	
TOTAL FUNDS AVAILABLE	75,000	61,174
Anticipated Expenditures:		
4300. HEALTH & WELFARE	75,000	57,280
TOTAL ANTICIPATED EXPENDITURES	\$75,000	57,280
FUND BALANCE ENDING	-0-	\$3,894

**DWI COURT – PATIENT FEE FUND
FUND 164**

Estimated beginning balance 1/1/21	\$8,255	\$8,375
Anticipated Revenues:		
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	9,550	1,000
3600. USE OF MONEY & PROPERTY	5	
TOTAL ANTICIPATED REVENUES	9,555	1,005
TOTAL FUNDS AVAILABLE	17,810	9,380
Anticipated Expenditures:		
4300. HEALTH & WELFARE	1,000	1,341
TOTAL ANTICIPATED EXPENDITURES	1,000	1,341
FUND BALANCE ENDING	\$16,810	\$8,039

**OJP ENHANCEMENT GRANT
FUND 165**

		AMENDED
Estimated beginning balance 1/1/21	-0-	(\$7,594)
Anticipated Revenues:		
3300. INTERGOVERNMENTAL REVENUE	\$130,000	137,594
TOTAL ANTICIPATED REVENUES	130,000	137,594
TOTAL FUNDS AVAILABLE	130,000	
Anticipated Expenditures:		
4300. HEALTH & WELFARE	130,000	
TOTAL ANTICIPATED EXPENDITURES	130,000	
FUND BALANCE ENDING	-0-	

**JAIL OPERATING AND MAINTENANCE
FUND 190**

Estimated beginning balance 1/1/21	\$5,414	\$34,838
Anticipated Revenues:		
3100. TAXES	875,000	950,000
3300. INTERGOVERNMENTAL REVENUE	125,000	200,000
3400. FEES, CHARGES & COMMISSIONS FOR SERVICES	2,500	
3600. USE OF MONEY & PROPERTY	2,000	
3800. OTHER FINANCING SOURCES	978,000	845,000
TOTAL ANTICIPATED REVENUES:	1,982,500	1,999,500
TOTAL FUNDS AVAILABLE	1,987,914	2,034,338
Anticipated Expenditures:		
4100. PUBLIC SAFETY	1,983,000	
TOTAL ANTICIPATED EXPENDITURES	1,983,000	
FUND BALANCE ENDING	\$4,914	\$51,338

**SALES TAX BOND & INTEREST SINKING
FUND 224
DEBT SERVICE**

		AMENDED
Estimated beginning balance 1/1/21	\$242,524	\$391,797
Anticipated Revenues:		
3100. TAXES	1,600,000	1,945,000
3600. USE OF MONEY & PROPERTY	10,000	
3800. OTHER FINANCING SOURCES	1,000,000	1,029,873
TOTAL ANTICIPATED REVENUES:	2,610,000	2,984,873
TOTAL FUNDS AVAILABLE	2,852,524	3,376,670
Anticipated Expenditures:		
4750. DEBT SERVICE	659,916	666,016
4850. OTHER FINANCING USES	1,912,736	2,412,736
TOTAL ANTICIPATED EXPENDITURES	2,572,652	3,078,752
FUND BALANCE ENDING	\$279,872	\$297,918

**SALES TAX BOND RESERVE FUND
FUND 225
DEBT SERVICE**

Estimated beginning balance 1/1/21	\$8,000	\$4,826
Anticipated Revenues:		
3600. USE OF MONEY & PROPERTY	4,000	
3800. OTHER FINANCING SOURCES	122,736	
TOTAL ANTICIPATED REVENUES:	126,736	
TOTAL FUNDS AVAILABLE	134,736	131,562
Anticipated Expenditures:		
TOTAL ANTICIPATED EXPENDITURES	-0-	
FUND BALANCE ENDING	\$134,736	\$131,562

**3/4% SALES TAX BOND RESERVE
FUND 227
DEBT SERVICE**

		AMENDED
Estimated beginning balance 1/1/21	\$723,782	\$725,099
Anticipated Revenues:		
3600. USE OF MONEY & PROPERTY	4,000	
TOTAL ANTICIPATED REVENUES:	4,000	
TOTAL FUNDS AVAILABLE	727,782	729,099
Anticipated Expenditures:		
TOTAL ANTICIPATED EXPENDITURES	-0-	
FUND BALANCE ENDING	\$727,782	\$729,099

**3/4% SALES TAX BOND SINKING
FUND 228
DEBT SERVICE**

Estimated beginning balance 1/1/21	\$580,055	\$585,165
Anticipated Revenues:		
3600. USE OF MONEY & PROPERTY	1,000	
3800. OTHER FINANCING SOURCES	705,000	
TOTAL ANTICIPATED REVENUES	706,000	
TOTAL FUNDS AVAILABLE	1,286,055	1,291,165
Anticipated Expenditures:		
4750. DEBT SERVICE	699,265	
TOTAL ANTICIPATED EXPENDITURES	699,265	
FUND BALANCE ENDING	\$586,790	\$591,900

**SMP LIBRARY GENERAL OBLIGATION 1996 SINKING
FUND 229
DEBT SERVICE**

		AMENDED
Estimated beginning balance 1/1/21	\$334,661	\$327,724
Anticipated Revenues:		
3100. TAXES	120,000	
3600. USE OF MONEY & PROPERTY	2,000	
TOTAL ANTICIPATED REVENUES	122,000	
TOTAL FUNDS AVAILABLE	456,661	449,724
Anticipated Expenditures:		
4750. DEBT SERVICE	186,432	
TOTAL ANTICIPATED EXPENDITURES	186,432	
FUND BALANCE ENDING	\$270,229	\$263,292

**EXCESS REVENUE BOND SINKING FUND
FUND 234
DEBT SERVICE**

Estimated beginning balance 1/1/21	\$38,691	\$44,774
Anticipated Revenues:		
3600. USE OF MONEY & PROPERTY	1,000	
3800. OTHER FINANCING SOURCES	1,668,236	
TOTAL ANTICIPATED REVENUES	1,669,236	
TOTAL FUNDS AVAILABLE	1,707,927	1,714,010
Anticipated Expenditures:		
4750. DEBT SERVICE	1,590,424	
TOTAL ANTICIPATED EXPENDITURES	1,590,424	
FUND BALANCE ENDING	\$117,503	\$123,586

**SOLID WASTE BOND RESERVE, 2004 FUND
FUND 236
DEBT SERVICE**

		AMENDED
Estimated beginning balance 1/1/21	\$1,153,534	\$1,162,165
Anticipated Revenues:		
3600. USE OF MONEY & PROPERTY	10,000	
TOTAL ANTICIPATED REVENUES	10,000	
TOTAL FUNDS AVAILABLE	1,163,534	1,172,165
Anticipated Expenditures:		
4850. OTHER FINANCING USES	10,000	
TOTAL ANTICIPATED EXPENDITURES	10,000	
FUND BALANCE ENDING	\$1,153,534	\$1,162,165

**SOLID WASTE BOND SINKING 2004 FUND
FUND 237
DEBT SERVICE**

Estimated beginning balance 1/1/21	\$1,417,097	\$1,414,239
Anticipated Revenues:		
3600. USE OF MONEY AND PROPERTY	4,000	
3800. OTHER FINANCING SOURCES	1,210,000	1,310,000
TOTAL ANTICIPATED REVENUES	1,214,000	1,314,000
TOTAL FUNDS AVAILABLE	2,631,097	2,728,239
Anticipated Expenditures:		
4750. DEBT SERVICE	1,173,228	
TOTAL ANTICIPATED EXPENDITURES	1,173,228	
FUND BALANCE ENDING	\$1,457,869	\$1,555,011

**SOLID WASTE DEPRECIATION & CONTINGENCY FUND
FUND 238
DEBT SERVICE**

		AMENDED
Estimated beginning balance 1/1/21	\$616,203	\$615,476
Anticipated Revenues:		
3600. USE OF MONEY & PROPERTY	3,000	
3800. OTHER FINANCING SOURCES	35,000	
TOTAL ANTICIPATED REVENUES	38,000	
TOTAL FUNDS AVAILABLE	654,203	653,476
Anticipated Expenditures:		
4850. OTHER FINANCING USES	500,000	
TOTAL ANTICIPATED EXPENDITURES	500,000	
FUND BALANCE ENDING	\$154,203	\$153,476

**SOLID WASTE POST-CLOSURE CARE FUND
FUND 239
DEBT SERVICE**

Estimated beginning balance 1/1/21	\$4,797,297	\$4,420,474
Anticipated Revenues:		
3600. USE OF MONEY & PROPERTY	20,000	
3800. OTHER FINANCING SOURCES	325,000	410,000
TOTAL ANTICIPATED REVENUES	345,000	430,000
TOTAL FUNDS AVAILABLE	5,142,297	4,850,474
Anticipated Expenditures:		
TOTAL ANTICIPATED EXPENDITURES	-0-	
FUND BALANCE ENDING	\$5,142,297	\$4,850,474

**SMALL ANIMAL CONTROL
FUND 404
PROPRIETARY/ENTERPRISE**

dataAMENDED

Estimated beginning balance 1/1/21	\$202,671	\$131,437
Anticipated Revenues:		
3200. LICENSES AND PERMITS	1,900	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	90,750	93,150
3600. USE OF MONEY & PROPERTY	500	
3800. OTHER FINANCING SOURCES	217,600	
TOTAL ANTICIPATED REVENUES	310,750	313,150
TOTAL FUNDS AVAILABLE	513,421	444,587
Anticipated Expenditures:		
4000. GENERAL GOVERNMENT	339,487	364,487
TOTAL ANTICIPATED EXPENDITURES	339,487	364,487
FUND BALANCE ENDING	\$173,934	\$80,100

**SOLID WASTE REDUCTION & RESOURCE FACILITY
FUND 406
PROPRIETARY/ENTERPRISE**

Estimated beginning balance 1/1/21	\$1,259,624	\$1,719,856
Anticipated Revenues:		
3200. LICENSES & PERMITS	1,400	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	3,520,000	3,883,000
3600. USE OF MONEY & PROPERTY	23,000	11,000
3800. OTHER FINANCING SOURCES	500,000	
TOTAL ANTICIPATED REVENUES	4,044,400	4,395,400
TOTAL FUNDS AVAILABLE	5,304,024	6,115,256
Anticipated Expenditures:		
4000. GENERAL GOVERNMENT	3,831,660	4,002,949
4850. OTHER FINANCING USES	860,000	
TOTAL ANTICIPATED EXPENDITURES	4,691,660	4,862,949
FUND BALANCE ENDING	\$612,364	\$1,252,307

**KEMPER WILLIAMS PARK FUND
FUND 409
PROPRIETARY/ENTERPRISE**

AMENDED

Estimated beginning balance 1/1/21	\$1,837,704	\$1,844,713
Anticipated Revenues:		
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	90,500	190,500
3700. MISCELLANEOUS REVENUES	42,200	55,200
3800. OTHER FINANCING SOURCES	350,000	
TOTAL ANTICIPATED REVENUES	482,700	595,700
TOTAL FUNDS AVAILABLE	2,320,404	2,440,413
Anticipated Expenditures:		
4000. GENERAL GOVERNMENT	465,441	547,441
TOTAL ANTICIPATED EXPENDITURES	465,441	547,441
FUND BALANCE ENDING	\$1,854,963	\$1,892,972

This Ordinance shall become effective upon adoption.

This Ordinance having been offered and read on this the 17th day of November, 2021; having been published in accordance with law.

ORDINANCE NO.

**AN ORDINANCE AMENDING ORDINANCE 2152 OF THE CODE OF
ORDINANCES TO PROHIBIT MEETINGS OF BOARD AND
COMMISSIONS ON SAME DAY AS REGULAR PARISH COUNCIL
MEETINGS**

SECTION I.

WHEREAS, the St. Mary Parish Council declares that, pursuant to the powers granted by operating under a Home Rule Charter, finds that it is necessary and desirable and in the best interest of the citizens of St. Mary Parish, pursuant to the provisions of Article XII, Section 3 of the Louisiana Constitution, to ensure that no person shall be denied the right to observe the deliberations of public bodies, except in cases established by law. To this end, Ordinance No. 2152 is amended to add Section IV “C” to read as follows:

- C. No meetings shall be held on the same day as a regularly scheduled meeting of the St. Mary Parish Council, that is, on the Second and Fourth Wednesday of each month, except for exigent or emergency circumstances.

SECTION II.

WHEREAS, it is the intention of this amendment to only add Section IV “C” of Ordinance No. 2152, all other provisions are to remain in effect.

NOW, THEREFORE, BE IT ORDAINED by the St. Mary Parish Council, acting as the governing authority of the Parish of St. Mary, State of Louisiana, hereby amend Ordinance No. 2152, Section IV “C” as follows:

- C. No meetings shall be held on the same day as a regularly scheduled meeting of the St. Mary Parish Council, that is, on the Second and Fourth Wednesday of each month, except for exigent or emergency circumstances.

SECTION III.

This ordinance shall become effective upon the signature of the President of St. Mary Parish.

SECTION IV.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION V.

Should any provisions of this ordinance be declared in violation of state law, the remaining portions shall remain in full force and effect.

This ordinance shall become effective upon the signature of the President of St. Mary Parish.

This ordinance having been offered and read on this the 17th day of November 2021; having been published in accordance with law.

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE 2152 OF THE CODE OF ORDINANCES TO REQUIRE THAT ALL COMMISSIONERS/MEMBERS OF BOARD AND COMMISSIONS MUST BE REGISTERED VOTERS AND DOMICILED WITHIN THE GEOGRAPHIC BORDER OF THE RESPECTIVE DISTRICT

SECTION I.

WHEREAS, the St. Mary Parish Council declares that, pursuant to the powers granted by operating under a Home Rule Charter, to facilitate this goal it is necessary and desirable and in the best interest of the citizens of St. Mary Parish to establish minimum requirements of membership regarding all boards, commissions, and advisory committees appointed by the St. Mary Parish Council. To this end, Section I “A” of Ordinance No. 2152 is amended to read as follows:

- A. All Commissioners/Members must be registered voters and domiciled within the geographic border of the respective district.

SECTION II.

WHEREAS, it is the intention of this amendment to only change Section I “A” of Ordinance No. 2152, all other provisions are to remain in effect.

NOW, THEREFORE, BE IT ORDAINED by the St. Mary Parish Council, acting as the governing authority of the Parish of St. Mary, State of Louisiana, hereby amend Ordinance No. 2152, Section I “A” as follows:

- A. All Commissioners/Members must be registered voters and domiciled within the geographic border of the respective district.

SECTION III.

This ordinance shall become effective upon the signature of the President of St. Mary Parish.

SECTION IV.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION V.

Should any provisions of this ordinance be declared in violation of state law, the remaining portions shall remain in full force and effect.

This ordinance shall become effective upon the signature of the President of St. Mary Parish.

This ordinance having been offered and read on this the 17th day of November 2021; having been published in accordance with law.

ORDINANCE NO.

An Ordinance amending Ordinance No. 2267 setting the salary of the Clerk of the Council of St. Mary Parish, Louisiana.

BE IT ORDAINED by the St. Mary Parish Council in regular session convened:

SECTION I: The salary of the Clerk of the Parish Council is hereby fixed at the sum of \$28.76 per hour, plus any other benefits generally applicable to employees of the Parish Council of St. Mary.

SECTION II: Any law or ordinances in conflict herewith are hereby repealed. This ordinance is to become effective January 1, 2022.

This ordinance having been offered and read on this the 17th day of November 2021; having been published in accordance with law.

ORDINANCE NO.

An Ordinance authorizing the President of St. Mary Parish to execute a Cooperative Endeavor Agreement between St. Mary Parish and Teche Action Board, Inc. to transfer ownership of the properties located at 1113 Weber Street and 1115 Weber Street in Franklin, Louisiana.

BE IT ORDAINED by the St. Mary Parish Council, in regular session convened:

SECTION I. That the Parish of St. Mary enter into a Cooperative Endeavor Agreement relative to transfer ownership of the properties located at 1113 Weber Street and 1115 Weber Street in Franklin, Louisiana, all in accordance with the basic terms and conditions contained in Exhibit "A", attached hereto.

SECTION II. That David Hanagriff, Parish President is authorized to execute such agreement on behalf of the Parish Council.

SECTION III. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION IV. This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 17th day of November 2021; having been published in accordance with law.

COOPERATIVE ENDEAVOR AGREEMENT
St. Mary Parish Council
and
Teche Action Board, Inc.

THIS COOPERATIVE ENDEAVOR AGREEMENT ("Agreement"), is made and entered into effective as of ___ day of _____, 202___ (the "Effective Date"), pursuant to the 1974 Louisiana Constitution Article VII Section 14(B) wherein political subdivisions are permitted to transfer property for programs of social welfare for the aid and support of the needy; and Section 14(C), which empowers governmental and private entities to enter into Cooperative Endeavor Agreement, by and among the following parties:

ST. MARY PARISH COUNCIL (hereinafter referred to as "the Parish"), a political subdivision of the State of Louisiana, whose mailing address is 500 Main Street, Fifth Floor, Franklin, LA 70538 herein appearing by and through David Hanagriff, its Parish President, duly authorized; and

TECHE ACTION BOARD, INC., (hereinafter referred to as "Teche") a Louisiana non-profit corporation, doing business as Teche Action Clinic, which is a Federally Qualified Health Center pursuant to under Section 330 of the Public Health Service Act (hereinafter referred to as "Teche"), represented herein by and through Dr. Gary M. Wiltz, its Chief Executive Officer, duly authorized.

RECITALS

WHEREAS, pursuant to the 1974 Louisiana Constitution Article VII Section 14(B), political subdivisions are permitted to transfer property for programs of social welfare for the aid and support of the needy; and

WHEREAS, Article VII, Section 14 (C) of the Constitution of the State of Louisiana provides that "for a public purpose, the state, and its political subdivisions ... may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual;" and

WHEREAS, St. Mary Parish is designated by the United States Health Resources and Service Administration (HRSA), an agency of the U.S. Department of Health and Human Services ("DHHS"), as a "Low Income Population Health Professional Shortage Area ("HPSA") for primary, dental and behavioral health"; and

WHEREAS, the Parish owns property in Franklin, Louisiana, specifically located at 1113 Weber Street and 1115 Weber Street in Franklin, collectively hereinafter referred to as "Properties;" and

WHEREAS, Teche is a Louisiana non-profit corporation that is designated as a Federally Qualified Health Center pursuant to Section 330 of the Public Health Service ("PHS") Act (42 U.S.C. § 254b) and has been providing services to the residents of St. Mary Parish, uninterrupted for more than 45 years.

WHEREAS, Teche's mission is to continually improve its ability to identify and eliminate the unique health disparities of the residents in the parishes and surrounding areas in which it operates a health center. The residents of those parishes and surrounding areas will be provided safe, quality, culturally competent, comprehensive primary, and preventive health care services, regardless of race, ethnic origin, age, sex, religion, or ability to pay.

WHEREAS, Teche has consistently assisted the Parish in addressing the public need and necessity for health care by providing health care services at these Properties for the "poor and underprivileged people of St. Mary Parish."

WHEREAS, Teche has occupied, without interruption, the 1115 Weber Street property for more than 33 years; and has occupied the 1113 Weber Street property for more than 12 years.

WHEREAS, Teche, at its sole expense, has made significant financial investments, and improvements with regards to the construction, renovation and expansion of the buildings located at 1115 Weber Street property, which is currently a 17,832 square foot building with a 42,800 square foot concrete parking lot; and to 1113 Weber Street property, which is currently a 16,847 square foot building with a 12,600 square foot concrete parking lot; and

WHEREAS, the Parish desires to enter into this Agreement for the purposes of transferring the Properties to Teche and Teche desires to enter into this Agreement for the purpose of receiving these Properties, together with all improvements they have made thereon; and

WHEREAS, the Parish has determined that a public purpose for the transfer of public property comports with the Parish's governmental purpose for which it has the legal authority to pursue; that the transfer, taken as a whole, is not gratuitous; and that the Parish has demonstrable, objective, and reasonable expectation of receiving at least equivalent value in exchange for the transfer of public property; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

1. **SCOPE OF SERVICES**. On April 27, 1988, the Parish, by resolution ("April 1988 Resolution"), granted, transferred and conveyed onto Teche, the right and privilege to construct on the property currently located at 1115 Weber Street, Franklin, LA 70538, a building, or buildings, together with appurtenances necessary thereto for the purpose of Teche using and operating the facilities for the "general public health for the poor and underprivileged persons and medically underserved person of the Parish of St. Mary, State of Louisiana.

The April 1988 Resolution also permitted Teche to continue to exercise this right for such term or duration as Teche "shall continue to provide public health services as contemplated" by the Resolution. For over 33 years, Teche has operated the facilities at this site, which has also become the main headquarters for Teche's multi-campus health care system.

On December 29, 2009, under Parish Ordinance No. 1859, the Parish was authorized and did enter into a twenty (20) year Lease Agreement with Teche to allow Teche the use of 1113 Weber Street ("Lease agreement") for the purpose of addressing the public need and necessity for health care for "poor and underprivileged people of St. Mary Parish" and granted Teche, at its option, to have the right to "provide all or part of said services at the leased premises or at its clinic located at 1115 Weber Street, Franklin, LA."

Teche, at its sole expense, has made significant financial investments, and improvements with regards to the construction, renovation and expansion of the buildings located at 1115 Weber Street property, which is currently a 17,832 square foot building with a 42,800 square foot concrete parking lot; and to the 1113 Weber Street property, which is currently a 16,847 square foot building with a 12,600 square foot concrete parking lot.

Teche has continued its commitment to provide quality health care services to the residents of St. Mary Parish and to ensure it continues to address the public need and necessity of providing health care to the poor and underprivileged people of St. Mary Parish. Teche has provided services to the residents of St. Mary Parish for more than 45 years, of which it has provided approximately \$24,000,000 in uncompensated and/or undercompensated care to the residents of the parishes it serves from January 2010 – October 2020. During this timeframe, the residents of St. Mary Parish have received almost \$10,000,000 of such uncompensated/undercompensated care over this ten-year period.

At its 1113 Weber Street location and its 1115 Weber Street location, Teche provides and will continue to provide the residents of St. Mary Parish with safe, quality, culturally

competent, comprehensive primary, and preventive health care services, as more fully set forth below, regardless of race, ethnic origin, age, sex, religion, or ability to pay:

- 1.1 Primary and preventive health care services, including family planning services; sexually transmitted disease (STD) services; HIV/AIDS services; Women, Infants and Children nutritional services; and immunizations; behavioral health and dental services, to all residents regardless of their ability to pay.
 - 1.2 A Sliding Fee Discount Program to all patients that fall below the 200% Federal Poverty Guideline, as established by the DHHS and published in the Federal Register. Per Teche policy, all patients are notified of the Sliding Fee Discount Program. This Program allows all patients access to comprehensive primary and preventative health care services, regardless of his or her ability to pay. Patients at or below 100% FPG, are charged only a nominal fee (i.e. \$12.00) for Services provided, despite the actual amount of the services provided. All amounts in excess of this nominal fee are “charged off” by Teche and not collected from the patient. Patients with incomes above 100% of the current FPG and at or below 200% of the current FPG, are also provided with discounts based on their ability to pay. Any amounts in excess of these sliding discount fee are “charged off” by Teche and are not collected from the patient. All uncollected amounts are referred to as “Charity Care Costs”.
 - 1.3 Access to Certified Application Counselors (CAC) who are certified by the La. Department of Insurance under the Senior Health Insurance Program to assist eligible individuals in enrolling in the U.S. DHHS, Centers for Medicare and Medicaid Services (CMS) Medicare Program; by the La. Department of Health to assist eligible individuals in enrolling in the Medicaid Program; and by CMS to assist eligible individuals in enrolling in Health Insurance Marketplaces under the Affordable Care Act, at no added costs to these individuals or the Parish.
 - 1.4 Access to discounted prescriptions through Teche’s HRSA approved 340B Pharmacy Program for all Teche patients.
 - 1.5 Access to CACs that will assist all residents in applying for medication assistance from various manufacturers through the Patient Assistance Program for prescribed medications.
 - 1.6 After-hours medical and mental health coverage to those patients of Teche.
2. **PUBLIC PURPOSE.** The parties agree that the public purpose for this Agreement is to provide residents of St. Mary Parish with access to primary and preventative health care services and related resources, and to foster economic development in St. Mary Parish, which will further benefit the health and welfare of residents of St. Mary Parish. The parties have determined that (a) the transfer contemplated pursuant to this Agreement is for a public purpose that comports with a governmental purpose that Parish may pursue; and (b) the transfer, taken as a whole, is not gratuitous; and (c) Parish has a reasonable expectation of receiving at least equivalent value in exchange for the transfer contemplated by this act.
3. **PROPERTY.**
- 3.1 The property located at the municipal address of 1115 Weber Street, which currently houses a 17,832 square foot building with a 42,800 square foot concrete parking lot; and the property located at the municipal address of 1113 Weber Street property, which currently house a 16,847 square foot building with a 12,600 square foot concrete parking lot, together with all other buildings, rights of ways, servitudes, privileges and advantages thereunto belonging or otherwise pertaining thereto, as well as all improvements/appurtenances located at these addresses (hereinafter collectively referred to as “Properties”).
 - 3.2 Teche plans to continue utilizing the Properties for the provision of primary and preventative health care services, patient education and outreach, plus other appurtenant uses.

4. OBLIGATIONS OF TECHE.

- 4.1 Teche, a Louisiana non-profit corporation, is a Federally Qualified Health Center pursuant to under Section 330 of the Public Health Service (“PHS”) Act (42 U.S.C. § 254b). Teche will continue to improve its ability to identify and eliminate the unique health disparities of the residents in St. Mary Parish and surrounding areas. The residents St. Mary Parish and surrounding areas will be provided with safe, quality, culturally competent, comprehensive primary, and preventive health care services, regardless of race, ethnic origin, age, sex, religion, or ability to pay.
- 4.2 Occupancy and Use. Teche shall occupy and use the Properties, at its own costs, and in its discretion and judgment, to provide primary and preventative health care services, patient education and outreach activities to certain the residents of St. Mary Parish, as well as other lawful uses related and/or appurtenant thereto.

5. PAYMENT TERMS. In consideration of the Services described above, the Parish agrees to transfer ownership of the Properties to Teche.

5.1.1 Based on an independent third-party appraisal, the financial investment and improvements made by Teche to the 1113 Weber Street property are valued at \$1,314,100. The financial investment and improvements made by Teche on the 1115 Weber Street property are valued at \$1,390,600.

5.1.2 Teche shall continue to provide the residents of St. Mary Parish with almost \$1,000,000 in uncompensated/charity care services each year, which will far exceed the current value of the Properties. This projected amount is supported by Teche’s internal financial data and data provided to HRSA in its annual Uniform Data System (UDS) Reports. Based the uncompensated/charity care provided by Teche to the residents of St. Mary Parish over the last 45 years, it is anticipated that the Services provided by Teche after the Effective Date of this Agreement will far exceeds the value of \$2.6 million dollars.

5.1.3 In keeping with its mission and vision, and pursuant to Section 330 of the Public Health Service Act, Teche will continue to address the public need and necessity of providing preventative and primary health care services to the poor and underprivileged people of St. Mary Parish, without discrimination or regards to their ability to pay.

5.1.4 The transfer of property from the Parish to Teche will result in the Parish receiving a benefit of providing its residents with availability of modern, local medical facilities, for the needy as well as for the general public, despite any financial barriers that may exist.

5.2 Additional Costs and Expenses. No additional costs or expenses incurred by Teche in performance of this Agreement shall be reimbursed or paid by the Parish, unless agreed upon in writing by the parties.

5.3 Warranty of Qualifications and Personnel. Teche warrants that it is qualified to carry out the Services for the intended purposes of this Agreement.

6. OBLIGATIONS OF THE PARISH.

6.1 Transfer of Property. For the consideration provided pursuant to and as set forth in this Agreement, the Parish agrees to deliver ownership and full possession of the Properties to Teche.

7. OWNERSHIP OF WORK PRODCUT, CONFIDENTIALITY AND COPYRIGHT.

7.1 All work product, including records, reports, documents, and other material delivered or transmitted to Teche by the Parish, shall remain the property of the Parish, and shall be returned by Teche to the Parish, at Teche’s expense, at termination or expiration of this Agreement. All work product, including records,

reports, documents, or other material related to this Agreement and/or obtained or prepared by Teche in connection with performance of the services contracted for herein, shall become the property of the Parish, and shall, upon request, be returned by Teche to the Parish at Tech's expense at termination or expiration of this Agreement. The Parish shall not be restricted in any way whatsoever in the use of such material.

7.2 Furthermore, at any time during the term of this Agreement, and finally at the end of this engagement, the Parish shall have the right to require Teche to furnish copies of any and all documents, memoranda, notes, or other material, obtained or prepared in connection with this Agreement within five (5) days of receipt of written notice issued by the Parish.

7.3 Confidentiality. The above reference work product shall be held confidential by the parties and shall not be shared with any other entity without express written consent of both parties.

7.4 Copyright. No work product, including records, reports, documents, memoranda, or notes obtained or prepared by Teche under this Agreement shall be the subject of any copyright or application for copyright on behalf of the Teche.

8. AUDIT.

8.1 It is hereby agreed that the Legislative Auditor of the State of Louisiana shall have the option of inspecting and auditing all data, records, and accounts of the Teche, which relate to this Agreement.

8.2 Teche and any subcontractors paid under this Agreement shall maintain all books and records pertaining to this Agreement for a period of four years after the date of final payment under the prime contract and any subcontract entered into under this Agreement or four years from the date of termination of the prime contract and any subcontract entered into under this Agreement, whichever is later.

9. DISCRIMINATION CLAUSE.

9.1 Teche agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Teche agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Teche agrees not to discriminate in its employment practices and will render services under this contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Teche, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

10. AS IS, WHERE IS. The subject Properties are to be transferred to Teche "AS IS" and Teche further acknowledges that it expressly waives all warranties as to the Properties herein transferred., whether implied by this or any other writing or representation, as well as all warranties provided by law.

11. MISCELLANEOUS PROVISIONS.

11.1 Survival. In the event that any one or more of provisions of this Agreement is for any reason held to be illegal or invalid, the parties shall attempt in good faith to amend the defective provision in order to carry out the original intent of this Agreement.

11.2 Partial Invalidity; Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to

persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

- 11.3 Entire Agreement; Modification. This Agreement, including any attachments that are expressly referred to in this Agreement, contains the entire agreement between the parties and supersedes any and all agreements or contracts previously entered into between the parties. No representations were made or relied upon by either party, other than those that are expressly set forth. This Agreement may be modified or amended at any time by mutual consent of the parties, provided that, before any modification or amendment shall be operative and valid, it shall be reduced to writing and signed by both parties.
- 11.4 Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed in accordance with the laws of the State of Louisiana.
- 11.5 Legal Compliance. Teche and the Parish shall comply with all federal, state, and local laws and regulations, including specifically, the Louisiana Code of Governmental Ethics (La. R.S. 42:1101, *et seq.*), in carrying out the provisions of this Agreement.
- 11.6 Non-Waiver. Any failure to take any action pursuant to this Agreement or to exercise any right granted herein does not serve as a waiver to any other obligation contained herein.
- 11.7 Relationship Between the Parties: Exclusion of Benefits. Teche is engaged by the Parish for the purposes set forth in this Agreement. The relationship between Teche and the Parish shall be, and only be, that of an independent contractor and neither party shall not be construed to be an employee, agent, partner of, or in joint venture with the other party.
- 11.8 Force Majeure. Neither party shall be considered in default in the performance of its obligations to the extent that its performance is prevented, hindered, or delayed by any cause beyond its reasonable control, including but not limited to acts of God, strikes, epidemics, floods, hurricanes, tornadoes, and power failures.
- 11.9 Employment of State Personnel. Teche certifies that it has not employed and will not employ any person to engage in the performance of this Agreement who is, presently, or at the time of such employment, an employee of the State of Louisiana.
- 11.10 Covenant Against Contingent Fees. Teche warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for Teche, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for Teche any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Parish shall have the right to annul this Agreement without liability.
- 11.11 Authority. Each representative herein warrants that they have the requisite authority and permission to enter, sign and bind their office.
- 11.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

11.13 Notices. All notices and other communications pertaining to this Agreement shall be in writing and shall be transmitted either by personal hand-delivery (and receipted for) or deposited in the United States mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

To:
St. Mary Parish Council:
500 Main Street, Fifth Floor
Franklin, LA 70538
Attn: Henry C. "Bo" LaGrange
Title: Chief Administrative Officer

To:
Teche Action Clinic:

1115 Weber Street
Franklin, LA 70538
Attn: Gary M. Wiltz, MD
Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, as of the day and year first written above.

WITNESSES:

St. Mary Parish Council:

By: _____
Name: David Hanagriff
Title: Parish President

WITNESSES:

TECHE ACTION CLINIC:

Teche Action Board, Inc., d/b/a
Teche Action Clinic
By: _____
Name: Gary M. Wiltz, M.D.
Title: Chief Executive Officer

Rev. Mathews moved that the following Ordinance be adopted. Mr. Ina seconded the motion, which carried by the following 9-0-0-2 Roll Call vote:

YEAS: Ina, Rulf, Hebert, Bennett, Duhon, Rink, Hidalgo, Adams, and Mathews

NAYS: None

ABSTAIN: None

ABSENT: Olander and Ramsey

ORDINANCE NO. 2274

An Ordinance in compliance with Ordinance No. 1973, DIVISION 5.4
General Procedures for Public Hearings, Section 5.4.3 Specific Use Permits
granting a Specific Use.

WHEREAS, on March 12, 2014, the St. Mary Parish Council adopted Ordinance No. 1973 – St. Mary Parish Unified Development Code, and

WHEREAS, DIVISION 5.4 General Procedures for Public Hearings, Section 5.4.3 Specific Use Permits provides a process for the granting of a specific use, and

THEREFORE, BE IT ORDAINED by the Parish Council of the Parish of St. Mary, State of Louisiana, acting as the governing authority of the Parish of St. Mary, State of Louisiana:

SECTION I - That certain tract of land described in Exhibit “A” is hereby approved and granted a specific use to construct a bunkhouse in an Agricultural (AG) Zoned District.

This ordinance shall become effective and be in full force upon publication in the official journal of the Parish.

This ordinance having been offered and read on this the 27th day of October 2021, having been published in accordance with law and having been heard in a public meeting in Franklin, Louisiana on the 17th day of November 2021 was adopted.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

This ordinance was submitted to the President of St. Mary Parish on this the 23rd day of November 2021, at the hour of 1:57 p.m.

APPROVED:

**DAVID HANAGRIFF, PRESIDENT
ST. MARY PARISH**

This ordinance was returned to the Clerk of the Council on this the 30th day of November 2021, at the hour of 11:22 a.m.

Name: Sterling Sugars LLC
Address: Bridge Approach Rd., Franklin, LA

Parcel Id# Sec.20 T14S R10E;
Parcel Id# 2354684020.00- 4.79 ac Tract por of Rem 1007.69 ac situated in Sec. 20 T14S R10E Acq. 3Z 47730.

Currently Zoned: Agricultural (AG) Zoned District

Specific Use Purpose: to construct a bunkhouse in an Agricultural (AG) Zoned District

Item 14B, "Resolution providing for the approval and authorization for Change Order No. 3 relative to the Pump Station 2 & 2A Drainage Improvements Project," was withdrawn.

Mr. Duhon moved that the following Resolutions be adopted. Mr. Hebert seconded the motion, which carried by the following 8-1-0-2 Roll Call vote:

YEAS: Rulf, Hebert, Duhon, Rink, Hidalgo, Adams, Mathews, and Ina

NAYS: Bennett

ABSTAIN: None

ABSENT: Olander and Ramsey

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 2 relative to the St. Mary Parish Drainage District No. 2A Saferoom Project.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Frisco Industrial Contractors, LLC, 210 Willow Street – Suite 1, Franklin, Louisiana 70538, relative to the St. Mary Parish Drainage District No. 2A Saferoom Project, and

WHEREAS, the items as shown on Change Order No. 2 will result in an increase of \$5,700.00 in the contract price and an increase of 45 working days in the contract time.

NOW, THEREFORE, BE IT RESOLVED, that the St. Mary Parish Council does hereby approve the issuance of Change Order No. 2 covering result in an increase of \$5,700.00 in the contract price and an increase of 45 working days in the contract time for the St. Mary Parish Drainage District No. 2A Saferoom Project.

BE IT FURTHER RESOLVED, that the President of St. Mary Parish, David Hanagriff, be and he is hereby authorized to execute Change Order No. 2 on behalf of the St. Mary Parish Council.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 17th day of November 2021.

APPROVED:

DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

In response to Mr. Bennett's inquiry, Mr. LaGrange stated that the change order will result in an increase in the contract price and an increase in working days due to delays in receiving materials. He informed that this is funded by a Hazard Mitigation Grant and the Amelia portion of funds of Consolidated Gravity Drainage District No. 2A. He also informed that the saferoom is located behind the Amelia Fire Station.

In response to Mr. Duhon's inquiry, Mr. LaGrange stated that the saferoom is not a large building. He informed that it gives pumpers a safe place to stay in inclement weather to monitor the drainage pump station.

RESOLUTION

Resolution approving and authorizing the Parish President to execute a Professional Services Agreement with Miller Engineers & Associates, Inc. relative to Patch, Mill, & Overlay of Beadle and Joseph Streets and Concrete Roadway Improvements to James Street.

BE IT RESOLVED, that David Hanagriff, President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a Professional Services Agreement with Miller Engineers & Associates, Inc., P.O. Box 223, Franklin, Louisiana 70538, relative to Patch, Mill, & Overlay of Beadle and Joseph Streets and Concrete Roadway Improvements to James Street, with said agreement to contain such terms, conditions, and stipulations as he may best see fit, he being fully authorized in the premises.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 17th day of November 2021.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

RESOLUTION

WHEREAS, Section 2 of Ordinance No. 1171 provides that the Parish of St. Mary shall have the right to assess charges in excess of \$6.50 per month per residence if and when its contract cost of such collection exceeds \$6.50 per month subject to the approval of the St. Mary Parish Council, and

WHEREAS, the present contract cost of such collection is \$18.92 per month per residence, and

WHEREAS, it has been determined there exist a need to increase the current charge of \$15.00 per month per residence by \$4.00 per month.

NOW, THEREFORE, BE IT RESOLVED, that the St. Mary Parish Council does hereby authorize a collection service charge of \$19.00 per month effective January 1, 2022 for each residence within its jurisdiction from which solid waste is collected.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 17th day of November 2021.

APPROVED:

**DEAN S. ADAMS, CHAIRMAN
ST. MARY PARISH COUNCIL**

ATTEST:

**LISA C. MORGAN, CLERK
ST. MARY PARISH COUNCIL**

In response to Mr. Ina's inquiry relative to the garbage fee increase, Mr. LaGrange explained that the current contract with Pelican Waste and the Parish is \$18.92 per month per household for garbage collection. The Parish charges \$15.00 per month to its residents in the unincorporated areas and the Water & Sewer Commissions receive a fee of \$0.65 per month per household as compensation for billing, collecting, and remitting the fee. He also stated that the garbage fee of \$15.00 per month per residence will increase to \$19.00 per month, effective January 1, 2022.

In response to Mr. Duhon's inquiry, Mr. LaGrange stated that the increase in the garbage collection fee will reduce the amount of the 3/10 % Sales Tax Funds needed for the solid waste collection contract. These funds may be used for other liquid waste, solid waste, and public safety expenditures.

Mrs. Hidalgo moved that a Resolution approving and authorizing Mr. Dean Adams, Chairman of the Council, to enter into a contract with Geographic Planning & Demographic Services, LLC, for services to prepare the Reapportionment Plan for the St. Mary Parish Council as per the 2020 Census be adopted. Mr. Hebert seconded the motion.

Cedric Floyd, President of Data Center, LLC appeared before the Council to discuss District Reapportionment. He stated that he presented a proposal for redistricting for the 2020 Census at the September 22, 2021 Council Meeting and informed that his company performed the redistricting for St. Mary Parish after the 1990 Census and provided the plan after the 2000 Census. He expounded on the 2000 Plan relative to the population break down for District 2.

President Hanagriff provided reasons he cannot support Data Center, LLC for the proposal for services to perform 2020 redistricting plan for the St. Mary Parish Council. Mr. Adams gavelled that the discussion by President Hanagriff be closed and advised to have President Hanagriff removed if he continued his discussion.

Mr. Bennett stated that he cannot support the resolution to enter into a contract with Geographic Planning & Demographic Services, LLC because no one is present to answer questions relative to alleged lawsuits filed by other parishes.

Per Mr. Hebert's inquiry relative to information about Geographic Planning & Demographic Services, LLC lawsuits, Mr. Bennett stated that he received information and that he could make copies for the Council.

In response to Rev. Mathews' inquiry relative to allegations of a physical altercation between Cedric Floyd and former Council Member Paul Naquin, during discussions of the 2000 reapportionment plan, Mr. Floyd stated that he attended a Parish Council Meeting to talk about an alternative plan since the initial adopted plan had been rescinded. He stated that Mr. Naquin approached him in the audience, came into his space, and bumped his chest. In response to Mr. Hebert's inquiry, Mr. Floyd stated that when Mr. Naquin came in his space, he pushed back to get him out of his space. In response to Mr. Bennett's inquiry, Mr. Floyd stated that the alternative plan he presented was adopted. Per Mr. Duhon's inquiry, Mr. Floyd stated that no fees were charged for those services.

In response to Mr. Duhon's inquiry, Mr. Duplantis stated that Mr. Duhon did ask him if he could amend a different company's name on the following resolution. Mr. Duplantis explained that another company name could not be placed on the resolution because the agenda item referred to a specific company.

Mrs. Hidalgo moved that Item 14E, "Resolution approving and authorizing Mr. Dean Adams, Chairman of the Council, to enter into a contract with Geographic Planning & Demographic Services, LLC, for services to prepare the Reapportionment Plan for the St. Mary Parish Council as per the 2020 Census," be adopted. Mr. Hebert seconded the motion, which failed by the following 4-5-0-2 Roll Call vote:

YEAS: Hebert, Hidalgo, Mathews, and Ina

NAYS: Rulf, Bennett, Duhon, Rink, and Adams

ABSTAIN: None

ABSENT: Ramsey and Olander

NEW BUSINESS:

A. Appointments to the following Boards and Commissions:

Consolidated Gravity Drainage District No. 1 (Iberia/St. Mary Parish Line to Wax Lake Outlet) – 2 Vacancies

Junius P. Hebert, Jr. – Present Member

Earlon Arnaud – Present Member

Dr. Rink moved that Junius P. Hebert, Jr. and Earlon Arnaud be reappointed to Consolidated Gravity Drainage District No. 1. Mr. Bennett seconded the motion, which carried.

Consolidated Gravity Drainage District No. 2 (Atchafalaya River to Bayou Ramos/Morgan City) – 5 Vacancies

No applications received.

Drainage District No. 6 (Amelia area) – 1 Vacancy

Scott Singleton – Present Member

Mr. Duhon moved that Scott Singleton be reappointed to Drainage District No. 6. Mr. Bennett seconded the motion, which carried.

Fire Protection District No. 7 (Bayou Vista) – 3 vacancies

Robert Wilkerson – Present Member

Myron Bourque – Present Member

Mrs. Hidalgo moved that Robert Wilkerson and Myron Bourque be reappointed to Fire Protection District No. 7. Mr. Bennett seconded the motion, which carried.

St. Mary Parish Water and Sewer Commission No. 1 (Amelia area) – 2 Vacancies

Carlo Gagliano, Jr. – Present Member
Newton Gaudet

Theodore P. Bailey – Present Member

Clerk of the Council, Lisa C. Morgan informed that Mr. Newton Gaudet phoned to withdraw his application.

Mr. Duhon moved that Carlo Gagliano, Jr. be reappointed to St. Mary Parish Water and Sewer Commission No. 1. Mr. Bennett seconded the motion, which carried.

There being no further business, Dr. Rink moved for adjournment. Mr. Rulf seconded the motion, which carried.