

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

DECEMBER 8, 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, Rodney Olander, Scott Ramsey, Leslie “Les” Rulf, Jr., James W. Bennett, Jr., Mark A. Duhon, Kristi Prejeant Rink, M.D., and Gwendolyn L. Hidalgo. Absent was Patrick J. Hebert.

The Invocation was pronounced by Mr. Bennett and the Pledge of Allegiance was led by Mr. Duhon.

Mr. Olander moved that the reading of the minutes of the Second Regular Meeting, November 17, 2021 be dispensed with and that the same be approved. Mr. Ramsey seconded the motion, which carried.

Mr. Guy Pitts, Pitts and Matte, C.P.A. presented a summary of the St. Mary Parish Audit Report for the year ending December 31, 2020.

Mr. Pitts advised that this report includes the Council’s information and Parish Wide information.

Mr. Pitts reported that their opinion is an unmodified or clean auditor’s opinion on the primary government only financial statement and clean opinion on reporting entity financial statements.

Mr. Pitts presented the St. Mary Parish Council with Primary Government Financial Statements, Annual Financial Statements with Independent Auditors’ Report, and Independent Auditors’ Reports on Internal Control and Compliance and other matters for the year ended December 31, 2020.

Mr. Pitts also presented for the Council’s review, a four (4) page Summary of the Audit Highlights for 2020 which included; Type of Opinion; Statement of Net Assets – Summary for 2020; Statement of Activities; Governmental Fund – Summary (Council only) 2020; Enterprise Funds (Council only) – Summary with Comparisons of 2020 to 2019; Major Financial Statement Item in 2020 for the Council; Summary of Federal Awards; Internal Control & Compliance Overall(with page numbers where detailed information may be found); Internal Control & Compliance-Major Federal Programs; Prior Year Findings & Corrective Action; Management’s Corrective Action Plan for 2020 Findings and Other Significant Items for Consideration, i.e., Landfill, Sanitation & Sewer Construction, Small Animal, and Golf Course.

In regard to the Statement of Net Assets – Summary for 2020, Mr. Pitts stated that the Total Assets & Deferred Outflows are \$164.7 million for the Council and \$371.4 million Parish Wide; Total Liabilities & Deferred Inflows are \$90.8 million for the Council and \$144.4 Parish Wide, and Total Net Position is \$73.9 million for the Council and \$227.0 million Parish Wide.

In regard to the Statement of Activities, Mr. Pitts stated that the Total Revenues are \$30.3 million for the Council and \$97.5 million Parish Wide; Total Expenses are \$41.2 million for the Council and \$100.2 million Parish Wide; Revenues over (under) expenses are \$10.9 million for the Council and \$2.7 million Parish Wide in excess of revenues.

In regard to the Governmental Fund – Summary (Council only) 2020, Mr. Pitts stated that the Total Revenues are \$26.6 million; Total Expenditures are \$38.9 million; Total Other Sources over uses are \$.8 million with a Net Decrease in Fund Balance of \$11.5 million.

In regard to the Enterprise Funds(Council Only) – Summary with Comparisons of 2020 to 2019, Mr. Pitts stated that Total Operating Revenues are \$3.9 million for Council; Total Operating Expenses are \$5.5 million for Council; Operating Loss is \$1.6 million for Council; Net Non-Operating Revenue expense is \$.2 million; Loss before Transfer is \$1.9 million for Council;

Transfer in is \$.8 million; and Net Change is \$1.1, includes \$3 million in landfill closure costs normal yearly amount is approximately \$250,000 - \$300,000.

In regard to Major Financial Statement Items in 2020 for the Council, Mr. Pitts stated that Governmental Fund had an increase of \$10,730.00; Government wide (includes all assets and liabilities) had a reduction of \$770,000, these are included in the findings and are in the process of having methods of accounting and reconciliation to prevent this from occurring.

In regard to the Summary of Federal Awards-Internal Control & Compliance, Mr. Pitts highlighted the summary of information which includes 16 Federal Awards totaling \$5.0 million. 2 Major Programs are: GOMESA totaling \$1.4 million and Hazard Mitigation Grant, relating to FEMA, totaling \$1.4 million.

Mr. Pitts expounded relative to the Internal Control & Compliance Overall Reports – two (2) Internal Control Deficiencies for the Council and two (2) items of noncompliance (page of 201 and 203), and three (3) component units that have been adjusted (page 205).

Mr. Pitts expounded relative to Internal Control & Compliance – Major Federal Programs – unmodified opinion, no findings; Failure to record debt; failure to recognize operating grant; application of GAAP; Segregation of Duties, and Proposed Journal Entries (Franklin Foundation Hospital relative to adjustments required by Medicare and Medicaid).

Mr. Pitts expounded relative to Prior Year Findings & Corrective Action and Management's Corrective Action Plan for 2020 Findings.

In response to Rev. Mathews' inquiry relative to component entities and the exception for Recreation District No. 5, which is considered a significant deficiency and possible training for board and commission members, Mr. Pitts stated that Recreation District No. 5 uses an outside professional book keeper that assists the district with their records and do not do governmental financial statements with disclosures. He suggested having someone that has financial expertise and someone of legal aspect on the board that has management capability.

In regard to General Business Items, Fee Based Operations with Significant Earned Revenue Shortages, Mr. Pitts commented as follows: Landfill, Sanitation & Sewer Construction – Although its operations are reported in several different funds, its services provided are similar and have some of the same funding sources. Mr. Pitts expounded on the summary of operation amounts for 2020, Reduction and Transfer - Sanitation Fund Operations, $\frac{3}{4}$ % Sales Tax, Sanitation Total, Grand Total, and a total shortage of \$1.6 million. In addition, the estimated landfill closure and post closure costs liability incurred through 2020 are \$8,360,000 while the related funds set aside are only \$4,420,000 leaving a \$3,940,000 shortfall. Mr. Pitts suggested that the Council ensure the tipping fee is adequate to cover all intended costs (including prior short falls on closure costs) and also suggested that fee increases in the Sanitation Fund be considered. Combined Sewer Construction Fund – Management has a multi-year plan to cover impending deficits in Combined Sewer Construction Fund. This plan continued to operate in 2020 but at a reduced rate of funding.

In response to Mr. Ramsey's inquiry relative to the sinking fund, Mr. Pitts stated that the landfill closure will not happen for another 20 to 30 years and expounded on the Solid Waste Landfill Closure and Post Closure Care Cost. He suggested that it should be addressed now because of the tipping fee and suggested adjusting the tipping fee.

In regard to Small Animal Mr. Pitts stated that the Operating loss has increased to approximately \$325,000. A number of years ago fees covered 60 percent of operating costs, in 2020 the fees covered less than 22 percent; Golf Course – The Golf Course is by far the most effective of any Parish owned recreational facility at funding its operating costs through user fees and suggested considering a fixed dedicated funding source.

Mr. Pitts stated that a number of funds were combined during 2018 and 2019, suggested that the Parish Council consider combining future combinations, particularly Reduction & Transfer, and Sanitation, and also suggested considering an indirect administrative cost allocation to federal funded projects that would qualify for reimbursement.

Denise Chaisson appeared before the Council to discuss loud music coming from houses in the Amelia area.

In response to several Council Members inquiry relative to Mrs. Chaisson's concern, Mr. Duhon stated that he will meet with legal to discuss a possible ordinance.

Fire Chief Clarence Clark appeared before the Council to discuss the Parish's Policy & Procedure manual relative to Fire Protection District No. 11. Chief Clark met with the Parish's Administration to inform of the state statute requirements relative to fire department employees holiday pay as it relates to 12 hour work shifts and stated that the issue has been corrected. He informed that the annual Bar B Que pork steak event will be held on December 18, 2021 and that proceeds benefit training and uniforms for volunteers, bikes for children for Christmas, and flowers for funerals.

In response to Mr. Adams' inquiry, Mr. LaGrange stated that the state statute requirements supersede the Parish's policy.

Ann W. Poole appeared before the Council to thank Mr. Duhon, the Parish Council, and citizens for assisting with Hurricane Ida evacuees, and removal of debris. She also discussed broadband coverage, road repair, drainage, street lighting, excessive speeding, ambulance response time, projects for children, after school programs, Covid-19 Pandemic, and neighborhood clean-up projects for the Siracusa area. She further thanked Mr. Duhon for helping get broadband internet service to the area and for personally helping clean the neighborhood in his area.

In response to Mr. Bennett's inquiry relative to the reporting boundaries of Parish President Hanagriff's biweekly report, Legal Counsel, Eric Duplantis, stated that he is still researching.

Under Public Comment, Chief Administrative Officer, Henry "Bo" LaGrange stated that per Mr. Duhon's request from the previous Council meeting relative to having a representative from the Parish's consulting engineer for the Amelia Pump Station Project present for questions, Mr. Robert Karam, P. E., T. Baker Smith, appeared before the Council to give an update on the project and discuss the Change Order No. 3 to the construction contract and the amendment to the engineering agreement with T. Baker Smith. He explained that the increase in the contract value and contract days are due to an unforeseen, underground obstruction and the additional contract days are due to weather, Covid-19, replacing the site superintendent, and sheet pile installation around the obstruction.

In response to Mr. Duhon's inquiries, Mr. Karam stated that the contractor's proposed end date is approximately April, 2022, the pumps have been purchased, stored materials have been paid for, and he is currently waiting on confirmation of payment of the pumps.

Per Mr. Duhon's inquiry relative to crossing over Highway 182, Mr. LaGrange stated that the focus is getting the pump station up and that crossing the highway is critical because the highway will have to be closed. Mr. Karam stated that the DOTD permit only allows Highway 182 to be closed for 28 days.

In response to Mr. Bennett's inquiry relative to reimbursement for rental pumps, Mr. Karam stated that based on the contract, if pump rental is due to an emergency (i.e. hurricane season) the contractor is not responsible. Mr. LaGrange explained that if pumps were rented or staged in anticipation of a federally declared disaster event, it is considered to be an emergency protective measure and that the drainage district should seek reimbursement through FEMA under the Public Assistance Program. Mr. Bennett's concern is that reimbursement is not 100 percent.

In response to several Council Members inquiries, Mr. Karam stated that the project is approximately 50 percent complete, the obstruction has been there a while, and was hit recently but is too deep and too dangerous to remove.

Per Dr. Rink's inquiry relative to liquidated damages and contract days, Mr. LaGrange stated that he will gather more information.

Dr. Rink moved that the St. Mary Parish Audit Report for the year ending December 31, 2020, be accepted. Mr. Bennett seconded the motion, which carried.

Parish President, David Hanagriff stated that he will fight against any censure of his report. He expounded on the Administration's and Council's procedures leading up to adopting the 2022 Combined Budgets of Revenues and Expenditures.

Chief Administrative Officer, Henry "Bo" LaGrange, presented his report for a three (3) week period ending December 8, 2021. (all items are informational)

Per Mr. Ina's inquiry relative to 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, Mr. LaGrange stated the Parish pays insurance for one of the buildings, formally known as the bowling alley. He stated that once this transfer is complete, the Parish will no longer pay insurance on that building.

In absence of Planning & Zoning Director, Tammy Luke, Mr. LaGrange presented the following item as recommended by the Planning & Zoning Commission at their November 15, 2021 Regular Meeting:

a. Recommend Preliminary & Final Subdivision/Development Approval

Name: Bridget Bodin
Address: 19134 Hwy 182 W, Jeanerette, LA

Parcel Id# Parcel #165001012.00- Sec. 37 T13S R9E- Lot Tract "ABCDIJA" per Plat 43H 270040 Acq. 330 324137 Improvements. Improvement on the land of Higgins Cheryl Picard.

Zoned: Single Family Residential (SR) Zoned District

PURPOSE: as shown on a plat titled "Plan of Land showing Property of Cheryl Higgins as per COB 330, Entry No. 324,137 to be subdivided into Lots 1 & 2 situated in Section 37-, T13S-R9E Southwestern Land District, St. Mary Parish, Louisiana; by Miller Engineers & Associates, Inc., Drawing No. 14713, dated October 11, 2021."

Mr. Olander recommended Preliminary & Final Subdivision/Development Approval for:

Name: Bridget Bodin
Address: 19134 Hwy 182 W, Jeanerette, LA

Parcel Id# Parcel #165001012.00- Sec. 37 T13S R9E- Lot Tract "ABCDIJA" per Plat 43H 270040 Acq. 330 324137 Improvements. Improvement on the land of Higgins Cheryl Picard.

Zoned: Single Family Residential (SR) Zoned District

PURPOSE: as shown on a plat titled "Plan of Land showing Property of Cheryl Higgins as per COB 330, Entry No. 324,137 to be subdivided into Lots 1 & 2 situated in Section 37-, T13S-R9E Southwestern Land District, St. Mary Parish, Louisiana; by Miller Engineers & Associates, Inc., Drawing No. 14713, dated October 11, 2021."

Rev. Mathews seconded the motion, which carried.

In response to Dr. Rink's inquiry, Mr. LaGrange stated that the subdivision request is to divide the property into two (2) lots and that existing utilities are in place.

Dr. Rink moved that the Public Hearing Report, November 17, 2021 - Combined 2022 Budgets and the Public Hearing Report, November 17, 2021 be approved. Mrs. Hidalgo seconded the motion, which carried.

Mr. Olander introduced the following ordinance:

ORDINANCE NO.

An Ordinance authorizing the President of St. Mary Parish to execute a Right-of-Way Agreement with St. Mary Levee District relative to a perpetual predial drainage servitude which includes the construction, widening, repairing, alteration, maintenance, and operation of the Yokely Bayou (a/k/a Franklin Drainage District Canal).

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

SECTION I. That the Parish of St. Mary enter into a Right-of-Way Agreement with St. Mary Levee District relative to a perpetual predial drainage servitude which includes the construction, widening, repairing, alteration, maintenance, and operation of the Yokely Bayou (a/k/a Franklin Drainage District Canal), 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 8th day of December 2021; having been published in accordance with law.

Exhibit "A"

Parish of St. Mary
State of Louisiana

RIGHT-OF-WAY

BEFORE ME/US, the undersigned Notary(ies) Public, duly commissioned and qualified in and for the State and Parish hereinafter stated, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared:

ST. MARY PARISH GOVERNMENT, a political subdivision of the State of Louisiana, represented herein by its President, David Hanagriff, duly authorized by Ordinance No. _____ of the PARISH COUNCIL, a certified copy of which is hereto attached, and whose present mailing address is 5th Floor Courthouse Building, 500 Main Street, Franklin, Louisiana 70538 (hereinafter sometimes referred to as "GRANTOR"),

does by these presents grant, donate, transfer and convey unto:

ST. MARY LEVEE DISTRICT, a political subdivision of the State of Louisiana, whose mailing address is P.O. Box 2709, Morgan City, LA 70381, (hereinafter sometimes referred to as "GRANTEE") represented by its duly authorized President, here present and accepting on behalf of said GRANTEE, its successors, grantees or assigns;

a perpetual predial drainage servitude which includes, but is not limited to, the construction, widening, repairing, alteration, maintenance, and operation of the Yokely Bayou (a/k/a Franklin Drainage District Canal), together with a predial servitude of passage, over and across the following described property to-wit:

All of that portion of Grantor's property lying and being situated within the boundaries of the area and/or areas shown, designated and described as "Drainage Easement" and "Ingress & Egress R/W" on the Compiled Map prepared by Miller Engineers & Associates, Inc., dated May 4, 2015, attached hereto and made a part hereof.

This act is given in further consideration of the Cooperative Endeavor Agreement entered into on December 10, 2008 by and between the Grantor, the City of Franklin, a municipal corporation, and the Consolidated Gravity Drainage District No. 1 of the Parish of St. Mary, a political subdivision of the Parish of St. Mary, and as amended to include Grantee.

GRANTOR does hereby warrant that it has a valid title to the hereinabove described property and that same is free from encumbrances of any kind, except oil and gas mineral reservation(s). The GRANTOR agrees and stipulates that the GRANTEE will have access of egress and ingress for the purposes herein stipulated, that no structures will be erected interfering with the grant hereby made. It is understood that this is merely the grant of a servitude and will in no way affect the minerals underlying the said property. GRANTOR does moreover give and grant to GRANTEE full acquittance, release and discharge from any and all liability to any lands or improvements used, or destroyed, any and all damage that will occur to the hereinabove property, in perpetuity, by the exercise of the rights granted under this agreement to the GRANTEE; all rights granted herein being assignable by the GRANTEE. GRANTEE agrees that it will indemnify the GRANTOR from all claims and causes of action whatsoever which may arise out of, or as a consequence of, the negligence of GRANTEE or GRANTEE's authorized agents, servants or employees, (but not of the GRANTOR, or of any third party, in utilizing the drainage facilities without permission of GRANTEE).

THUS, DONE AND SIGNED by GRANTOR, at _____, Parish of St. Mary, State of Louisiana, on this _____ day of _____, _____, in the presence of the undersigned two competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

GRANTOR:
ST. MARY PARISH GOVERNMENT

Print Name: _____

By: _____
David Hanagriff, Parish President

Print Name: _____

NOTARY PUBLIC
Name: _____
Notary Public No.: _____

THUS DONE AND SIGNED by GRANTEE at Morgan City, Parish of St. Mary Parish, State of Louisiana, on this _____ day of _____, _____, in the presence of the undersigned two competent witnesses and me, Notary, after due reading of the whole.

WITNESSES:

GRANT:
ST. MARY LEVEE DISTRICT

Print Name: _____

By: _____
William H. Hidalgo, Sr., President

Print Name: _____

NOTARY PUBLIC

Name: _____

Notary Public No.: _____

Mr. Ramsey introduced the following ordinances:

ORDINANCE NO.

**AN ORDINANCE REPEALING ORDINANCE NO. 1787
ESTABLISHING A THREE-WAY STOP SIGN AT THE INTERSECTION
OF COLUMBUS STREET AND JUPITER STREET
AND ESTABLISHING A STOP SIGN ONLY ON COLUMBUS
AT ITS INTERSECTION WITH JUPITER STREET**

BE IT ORDAINED by the St. Mary Parish Council, State of Louisiana, in regular session convened on this the 8th day of December, 2021:

SECTION I. Ordinance No. 1787, establishing a “three-way stop sign” at the intersection of Columbus Street and Jupiter Street, Bayou Vista, Louisiana, is hereby repealed.

SECTION II. There shall be placed at the intersection of Columbus Street, west to east with Jupiter Street, a stop sign on Columbus Street.

SECTION III. All vehicles approaching said intersection shall stop thereat and yield the right-of-way as provided by the laws of the State of Louisiana.

SECTION IV. Violation of the provisions hereof shall be punished by imprisonment in the Parish jail of not more than thirty days or fine of not more than \$100.00, or both.

SECTION V. Should any Section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction for any reason, the remainder of said Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION VI. All ordinances or parts thereof, in conflict herewith shall and they are hereby repealed.

This ordinance shall become effective upon publication.

This ordinance having been offered and read on this the 8th day of December 2021; having been published in accordance with law.

ORDINANCE NO.

**AN ORDINANCE REPEALING ORDINANCE NO. 2196
ESTABLISHING A FOUR-WAY STOP SIGN AT THE INTERSECTION
OF SATURN ROAD AND UNIVERSE ROAD
AND ESTABLISHING STOP SIGNS ONLY ON SATURN ROAD
AT ITS INTERSECTION WITH UNIVERSE STREET**

BE IT ORDAINED by the St. Mary Parish Council, State of Louisiana, in regular session convened on this the 8th day of December, 2021:

SECTION I. Ordinance No. 2196, adopted on October 9, 2019, establishing a “four-way stop sign” at the intersection of Saturn Road and Universe Road, Bayou Vista, Louisiana, is hereby repealed.

SECTION II. There shall be placed stop signs on Saturn Road in both directions, at the intersection with Universe Road.

SECTION III. All vehicles approaching said intersection shall stop thereat and yield the right-of-way as provided by the laws of the State of Louisiana.

SECTION IV. Violation of the provisions hereof shall be punished by imprisonment in the Parish jail of not more than thirty days or fine of not more than \$100.00, or both.

SECTION V. Should any Section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction for any reason, the remainder of said Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION VI. All ordinances or parts thereof, in conflict herewith shall and they are hereby repealed.

This ordinance shall become effective upon publication.

This ordinance having been offered and read on this the 8th day of December 2021; having been published in accordance with law.

Mr. Duhon introduced the following ordinances:

ORDINANCE NO.

**AN ORDINANCE INSTALLING A THREE-WAY
STOP SIGN AT THE INTERSECTION OF BARROW AND TOMMIE
STREETS, AMELIA, LOUISIANA**

BE IT ORDAINED by the St. Mary Parish Council, State of Louisiana, in regular session convened on this 8th day of December 2021:

SECTION I. The intersection of Barrow Street and Tommie Street shall be designated as a "three way stop" intersection, and signs designating such shall be erected and posted.

SECTION II. All vehicles approaching said intersection shall stop there at and yield the right-of-way as provided by the laws of the State of Louisiana.

SECTION III. Violation of the provisions hereof shall be punished by imprisonment in the Parish jail of not more than thirty days or fine of not more than \$100.00, or both.

SECTION IV. Should any Section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction for any reason, the remainder of said Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION V. All ordinances or parts thereof, in conflict herewith shall and they are hereby repealed.

This ordinance shall become effective upon publication.

This ordinance having been offered and read on this the 8th day of December 2021; having been published in accordance with law.

ORDINANCE NO.

**AN ORDINANCE INSTALLING A THREE-WAY
STOP SIGN AT THE INTERSECTION OF BARROW AND ARNOLD
STREETS, AMELIA, LOUISIANA**

BE IT ORDAINED by the St. Mary Parish Council, State of Louisiana, in regular session convened on this 8th day of December 2021:

SECTION I. The intersection of Barrow Street and Arnold Street shall be designated as a "three way stop" intersection, and signs designating such shall be erected and posted.

SECTION II. All vehicles approaching said intersection shall stop there at and yield the right-of-way as provided by the laws of the State of Louisiana.

SECTION III. Violation of the provisions hereof shall be punished by imprisonment in the Parish jail of not more than thirty days or fine of not more than \$100.00, or both.

SECTION IV. Should any Section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction for any reason, the remainder of said Ordinance shall not be affected thereby and shall remain in full force and effect.

SECTION V. All ordinances or parts thereof, in conflict herewith shall and they are hereby repealed.

This ordinance shall become effective upon publication.

This ordinance having been offered and read on this the 8th day of December 2021; having been published in accordance with law.

A motion was made by Rev. Mathews to adopt an Ordinance adopting the 2022 Combined Budgets of Revenues and Expenditures for the Parish of St. Mary, State of Louisiana. including an allocation to The Teche Project Funding Request of \$2,000.00 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund, and adopt an Ordinance adopting the proposed Five-Year Capital Outlay Program for the Years 2022, 2023, 2024, 2025, and 2026. Mr. Bennett seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert

ORDINANCE NO. 2275

An Ordinance adopting the 2022 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 2022 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**

Estimated beginning balance 1/1/22	\$575,000
Anticipated Revenues:	
3100. TAXES	3,270,000
3200. LICENSES & PERMITS	711,500
3300. INTERGOVERNMENTAL REVENUE	6,310,235
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	376,675
3600. USE OF MONEY & PROPERTY	326,096
3700. MISCELLANEOUS REVENUES	165,600
3800. OTHER FINANCING SOURCES	1,925,000
TOTAL ANTICIPATED REVENUES	13,085,106
TOTAL FUNDS AVAILABLE	13,660,106
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	7,508,971
4100. PUBLIC SAFETY	589,712
4300. HEALTH & WELFARE	820,619
4500. CULTURE & RECREATION	870,076
4850. OTHER FINANCING USES	3,355,000
TOTAL ANTICIPATED EXPENDITURES	13,144,378
FUND BALANCE ENDING	\$515,728

**WITNESS FEE FUND
FUND 020**

Estimated beginning balance 1/1/22	\$86,442
Anticipated Revenues:	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	50,000

TOTAL ANTICIPATED REVENUES	50,000
TOTAL FUNDS AVAILABLE	136,442
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	51,500
TOTAL ANTICIPATED EXPENDITURES	51,500
FUND BALANCE ENDING	\$84,942

**JUROR COMPENSATION FUND
FUND 030**

Estimated beginning balance 1/1/22	\$118,177
Anticipated Revenues:	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	50,000
TOTAL ANTICIPATED REVENUES	50,000
TOTAL FUNDS AVAILABLE	168,177
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	25,000
4850. OTHER FINANCING USES	50,000
TOTAL ANTICIPATED EXPENDITURES	75,000
FUND BALANCE ENDING	\$93,177

**GAMING RECEIPT FUND
FUND 101**

Estimated beginning balance 1/1/22	\$6,504
Anticipated Revenues:	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	1,400,000
3600. USE OF MONEY & PROPERTY	500
TOTAL ANTICIPATED REVENUES	1,400,500
TOTAL FUNDS AVAILABLE	1,407,004
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	1,660
4100. PUBLIC SAFETY	95,200
4850. OTHER FINANCING USES	1,295,000
TOTAL ANTICIPATED EXPENDITURES	1,391,860
FUND BALANCE ENDING	\$15,144

**ROAD CONSTRUCTION & MAINTENANCE
FUND 102**

Estimated beginning balance 1/1/22	\$200,000
Anticipated Revenues:	
3300. INTERGOVERNMENTAL REVENUE	3,691,780
3600. USE OF MONEY & PROPERTY	2,500
3700. MISCELLANEOUS REVENUE	55,000
3800. OTHER FINANCING SOURCES	1,775,000
TOTAL ANTICIPATED REVENUES	5,524,280
TOTAL FUNDS AVAILABLE	5,724,280
Anticipated Expenditures:	
4200. PUBLIC WORKS	4,231,737
4850. OTHER FINANCING USES	1,400,000
TOTAL ANTICIPATED EXPENDITURES	5,631,737
FUND BALANCE ENDING	\$92,543

**SANITATION FUND
FUND 108**

Estimated beginning balance 1/1/22	\$500,000
Anticipated Revenues:	
3100. TAXES	2,450,000
3300. INTERGOVERNMENTAL REVENUE	140,600
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	1,358,000
3600. USE OF MONEY & PROPERTY	15,000
TOTAL ANTICIPATED REVENUES	3,963,600
TOTAL FUNDS AVAILABLE	4,463,600
Anticipated Expenditures:	
4100. PUBLIC SAFETY	195,351
4200. PUBLIC WORKS	2,189,700
4300. HEALTH AND WELFARE	70,600
4850. OTHER FINANCING USES	1,985,395
TOTAL ANTICIPATED EXPENDITURES	4,441,046
FUND BALANCE ENDING	\$22,554

**BOAT LANDING PERMIT FUND
FUND 111**

Estimated beginning balance 1/1/22	\$157,300
Anticipated Revenues:	
3200. LICENSES & PERMITS	20,000
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	27,700
3600. USE OF MONEY & PROPERTY	2,000
TOTAL ANTICIPATED REVENUES	49,700
TOTAL FUNDS AVAILABLE	207,000
Anticipated Expenditures:	
4500. CULTURE & RECREATION	107,300
TOTAL ANTICIPATED EXPENDITURES	107,300
FUND BALANCE ENDING	\$99,700

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

Estimated beginning balance 1/1/22	\$633,728
Anticipated Revenues:	
3100. TAXES	270,000
3600. USE OF MONEY & PROPERTY	3,000
TOTAL ANTICIPATED REVENUES	273,000
TOTAL FUNDS AVAILABLE	906,728
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	4,300
4100. PUBLIC SAFETY	10,000
4200. PUBLIC WORKS	69,000
4500. CULTURE & RECREATION	161,750
TOTAL ANTICIPATED EXPENDITURES	245,050
FUND BALANCE ENDING	\$661,678

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

Estimated beginning balance 1/1/22	\$513,143
Anticipated Revenues:	
3100. TAXES	415,000
3600. USE OF MONEY & PROPERTY	2,000
TOTAL ANTICIPATED REVENUES	417,000
TOTAL FUNDS AVAILABLE	930,143
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	1,000
4100. PUBLIC SAFETY	50,523
4200. PUBLIC WORKS	140,000
4300. HEALTH AND WELFARE	4,000
4500. CULTURE & RECREATION	196,159
TOTAL ANTICIPATED EXPENDITURES	391,682
FUND BALANCE ENDING	\$538,461

**FAIRVIEW TREATMENT CENTER
FUND 154**

Estimated beginning balance 1/1/22	-0-
Anticipated Revenues:	
3300. INTERGOVERNMENTAL REVENUE	\$1,796,394
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	600
TOTAL ANTICIPATED REVENUES	1,796,994
TOTAL FUNDS AVAILABLE	1,796,994
Anticipated Expenditures:	
4300. HEALTH & WELFARE	1,796,994
TOTAL ANTICIPATED EXPENDITURES	\$1,796,994
FUND BALANCE ENDING	-0-

**FAIRVIEW PATIENT FEE FUND
FUND 155**

Estimated beginning balance 1/1/22	\$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**

Estimated beginning balance 1/1/22	-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 1/1/22	-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**

Estimated beginning balance 1/1/22	-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 1/1/22	\$845
Anticipated Revenues:	
3400. FEES, CHARGES, & COMMISSIONS SERVICES	1,000
TOTAL ANTICIPATED REVENUES	1,000
TOTAL FUNDS AVAILABLE	1,845
Anticipated Expenditures:	
4300. HEALTH & WELFARE	1,350
TOTAL ANTICIPATED EXPENDITURES	1,350
FUND BALANCE ENDING	\$495

**DWI COURT
FUND 163**

Estimated beginning balance 1/1/22	-0-
Anticipated Revenues:	
3300. INTERGOVERNMENTAL REVENUE	\$70,000
TOTAL ANTICIPATED REVENUES	70,000
TOTAL FUNDS AVAILABLE	70,000
Anticipated Expenditures:	
4300. HEALTH & WELFARE	70,000
TOTAL ANTICIPATED EXPENDITURES	\$70,000
FUND BALANCE ENDING	-0-

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

Estimated beginning balance 1/1/22	\$7,870
Anticipated Revenues:	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	960
TOTAL ANTICIPATED REVENUES	960
TOTAL FUNDS AVAILABLE	8,830
Anticipated Expenditures:	
4300. HEALTH & WELFARE	1,500
TOTAL ANTICIPATED EXPENDITURES	1,500
FUND BALANCE ENDING	\$7,330

**OJP ENHANCEMENT GRANT
FUND 165**

Estimated beginning balance 1/1/22	-0-
Anticipated Revenues:	
3300. INTERGOVERNMENTAL REVENUE	\$155,000
TOTAL ANTICIPATED REVENUES	155,000
TOTAL FUNDS AVAILABLE	155,000
Anticipated Expenditures:	
4300. HEALTH & WELFARE	154,669
TOTAL ANTICIPATED EXPENDITURES	154,669
FUND BALANCE ENDING	\$331

**JAIL OPERATING AND MAINTENANCE
FUND 190**

Estimated beginning balance 1/1/22	\$4,914
Anticipated Revenues:	
3100. TAXES	900,000
3300. INTERGOVERNMENTAL REVENUE	225,000
3400. FEES, CHARGES & COMMISSIONS FOR SERVICES	2,000
3600. USE OF MONEY & PROPERTY	2,000
3800. OTHER FINANCING SOURCES	845,000
TOTAL ANTICIPATED REVENUES:	1,974,000

TOTAL FUNDS AVAILABLE	1,978,914
Anticipated Expenditures:	
4100. PUBLIC SAFETY	1,945,000
TOTAL ANTICIPATED EXPENDITURES	1,945,000
FUND BALANCE ENDING	\$33,914

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

Estimated beginning balance 1/1/22	\$479,872
Anticipated Revenues:	
3100. TAXES	1,900,000
3600. USE OF MONEY & PROPERTY	4,000
TOTAL ANTICIPATED REVENUES:	1,904,000
TOTAL FUNDS AVAILABLE	2,383,872
Anticipated Expenditures	
4750. DEBT SERVICE	720,204
4850. OTHER FINANCING USES	1,375,000
TOTAL ANTICIPATED EXPENDITURES	2,095,204
FUND BALANCE ENDING	\$288,668

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

Estimated beginning balance 1/1/22	\$134,736
Anticipated Revenues:	
3600. USE OF MONEY & PROPERTY	1,000
TOTAL ANTICIPATED REVENUES:	1,000
TOTAL FUNDS AVAILABLE	135,736
Anticipated Expenditures:	
TOTAL ANTICIPATED EXPENDITURES	-0-
FUND BALANCE ENDING	\$135,736

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

Estimated beginning balance 1/1/22	\$727,782
Anticipated Revenues:	
3600. USE OF MONEY & PROPERTY	4,000
TOTAL ANTICIPATED REVENUES:	4,000
TOTAL FUNDS AVAILABLE	731,782
Anticipated Expenditures:	
TOTAL ANTICIPATED EXPENDITURES	-0-
FUND BALANCE ENDING	\$731,782

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

Estimated beginning balance 1/1/22	\$586,790
Anticipated Revenues:	
3600. USE OF MONEY & PROPERTY	3,000
3800. OTHER FINANCING SOURCES	705,000
TOTAL ANTICIPATED REVENUES	708,000
TOTAL FUNDS AVAILABLE	1,294,790
Anticipated Expenditures:	
4750. DEBT SERVICE	694,501
TOTAL ANTICIPATED EXPENDITURES	694,501
FUND BALANCE ENDING	\$600,289

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

Estimated beginning balance 1/1/22	\$270,661
Anticipated Revenues:	
3100. TAXES	120,000
3600. USE OF MONEY & PROPERTY	1,500
TOTAL ANTICIPATED REVENUES	121,500
TOTAL FUNDS AVAILABLE	392,161

Anticipated Expenditures:

4750. DEBT SERVICE	189,400
TOTAL ANTICIPATED EXPENDITURES	189,400
FUND BALANCE ENDING	\$202,761

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

Estimated beginning balance 1/1/22 \$39,000

Anticipated Revenues:

3600. USE OF MONEY & PROPERTY	1,000
3800. OTHER FINANCING SOURCES	1,530,395
TOTAL ANTICIPATED REVENUES	1,531,395
TOTAL FUNDS AVAILABLE	1,570,395

Anticipated Expenditures:

4750. DEBT SERVICE	1,502,177
TOTAL ANTICIPATED EXPENDITURES	1,502,177
FUND BALANCE ENDING	\$68,218

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

Estimated beginning balance 1/1/22 \$1,153,534

Anticipated Revenues:

3600. USE OF MONEY & PROPERTY	13,000
TOTAL ANTICIPATED REVENUES	13,000
TOTAL FUNDS AVAILABLE	1,166,534

Anticipated Expenditures:

4850. OTHER FINANCING USES	13,000
TOTAL ANTICIPATED EXPENDITURES	13,000
FUND BALANCE ENDING	\$1,153,534

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

Estimated beginning balance 1/1/22	\$1,457,869
Anticipated Revenues:	
3600. USE OF MONEY AND PROPERTY	4,000
3800. OTHER FINANCING SOURCES	1,213,000
TOTAL ANTICIPATED REVENUES	1,217,000
TOTAL FUNDS AVAILABLE	2,674,869
Anticipated Expenditures:	
4750. DEBT SERVICE	1,175,907
TOTAL ANTICIPATED EXPENDITURES	1,175,907
FUND BALANCE ENDING	\$1,498,962

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

Estimated beginning balance 1/1/22	\$154,203
Anticipated Revenues:	
3600. USE OF MONEY & PROPERTY	3,000
3800. OTHER FINANCING SOURCES	35,000
TOTAL ANTICIPATED REVENUES	38,000
TOTAL FUNDS AVAILABLE	192,203
Anticipated Expenditures:	
TOTAL ANTICIPATED EXPENDITURES	-0-
FUND BALANCE ENDING	\$192,203

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

Estimated beginning balance 1/1/22	\$5,142,297
Anticipated Revenues:	
3600. USE OF MONEY & PROPERTY	20,000
3800. OTHER FINANCING SOURCES	325,000
TOTAL ANTICIPATED REVENUES	345,000

TOTAL FUNDS AVAILABLE	5,487,297
Anticipated Expenditures:	
TOTAL ANTICIPATED EXPENDITURES	-0-
FUND BALANCE ENDING	\$5,487,297

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

Estimated beginning balance 1/1/22	\$173,934
Anticipated Revenues:	
3200. LICENSES AND PERMITS	1,900
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	85,250
3800. OTHER FINANCING SOURCES	230,000
TOTAL ANTICIPATED REVENUES	317,150
TOTAL FUNDS AVAILABLE	491,084
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	338,081
TOTAL ANTICIPATED EXPENDITURES	338,081
FUND BALANCE ENDING	\$153,003

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

Estimated beginning balance 1/1/22	\$1,375,926
Anticipated Revenues:	
3200. LICENSES & PERMITS	1,400
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	3,620,000
3600. USE OF MONEY & PROPERTY	10,000
TOTAL ANTICIPATED REVENUES	3,631,400
TOTAL FUNDS AVAILABLE	5,007,326
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	4,097,326
4850. OTHER FINANCING USES	860,000
TOTAL ANTICIPATED EXPENDITURES	4,957,326
FUND BALANCE ENDING	\$50,000

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

Estimated beginning balance 1/1/22	\$1,795,000
Anticipated Revenues:	
3400. FEES, CHARGES, & COMMISSIONS FOR SERVICES	100,500
3700. MISCELLANEOUS REVENUES	47,200
3800. OTHER FINANCING SOURCES	350,000
TOTAL ANTICIPATED REVENUES	497,700
TOTAL FUNDS AVAILABLE	2,292,700
Anticipated Expenditures:	
4000. GENERAL GOVERNMENT	569,483
TOTAL ANTICIPATED EXPENDITURES	569,483
FUND BALANCE ENDING	\$1,723,217

This Ordinance shall become effective January 1, 2022.

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 hearing held at Franklin, Louisiana on the 8th day of December 2021; was adopted.

APPROVED:

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

ATTEST:

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

This Ordinance was submitted to the President on this the 14th day of December 2021, at the hour of 8:32 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 14th day of December 2021 at the hour of 1:22 p.m.

ORDINANCE NO. 2276

An Ordinance adopting the proposed Five Year Capital Outlay Program for the Years 2022, 2023, 2024, 2025, and 2026.

BE IT ORDAINED, by the St. Mary Parish Council, that the following five year Capital Outlay Program is hereby adopted:

**CAPITAL OUTLAY
YEAR 2022**

Bridge Repairs

Sorrel Bridge, Katy Bridge, Chatsworth Bridge,
Centerville Bridge, Rizzo Bridge, Jennings Bridge
Repairs (Road Bonds & GOMESA Bonds)
Estimated Construction Cost \$1,200,000

Fairview Building

Renovations (Bond Proceeds)
Estimated Construction Cost \$1,200,000

Law Enforcement Center Renovations

Renovations (Bond Proceeds)
Estimated Construction Cost \$ 607,000

St. Peters Road

La. Hwy. 182 to Admiral Doyle Road
Reconstruct and Overlay (Road Bonds & Capital Outlay)
Estimated Construction Cost \$ 855,000

Martin Luther King Blvd.

La. Hwy. 326 to Creek Drive
Reconstruct and Overlay (Road Bonds & Capital Outlay)
Estimated Construction Cost \$ 743,000

Proctor Road

Reconstruct and Overlay (Road Bonds)
Estimated Construction Cost \$ 83,000

Bergeron Road

Reconstruct and Overlay (Road Bonds)
Estimated Construction Cost \$ 85,000

**CAPITAL OUTLAY
YEAR 2023**

Beadle Street

Reconstruction
Estimated Construction Cost \$ 358,000

James Street

Patch & Overlay
Estimated Construction Cost \$ 114,000

Charenton Beach Road

La. Hwy. 87 to Levee
Reconstruction & Overlay
Estimated Construction Cost \$1,446,667

Verdun Lane & Tiger Road

Reconstruction & Overlay
Estimated Construction Cost \$ 515,000

Fortier Road
5,012' length by 20' wide
Patch & Overlay
Estimated Construction Cost \$ 95,800

Michael Drive
1,200' length by 15' wide
Overlay
Estimated Construction Cost \$ 59,900

Victoria-Riverside Road - Phase II
Reconstruction & Overlay
Estimated Construction Cost \$1,150,000

Inez Street
La. Hwy. 318 to Dead-end - 2,950'
22' Wide - Reconstruction & Overlay
Estimated Construction Cost \$ 250,000

Gibby Road
Concrete Paving – Hwy 182 South 3700'
Estimated Construction Cost \$1,500,000

Deslignes Road
Allain Road To La. Hwy. 326
22' wide - Reconstruction & Overlay – 10,300'
Estimated Construction Cost \$ 728,000

**CAPITAL OUTLAY
YEAR 2024**

Baker Road Extension
Royalty Road Funds
Estimated Construction Cost \$ 250,000

Freetown Road
18,500' length by 20' wide
Patch & Overlay
Estimated Construction Cost \$ 244,800

Hunting Road
Hwy. 90 Service Rd. to Dead-end
22' wide - Reconstruction & Overlay - 3,900'
Estimated Construction Cost \$ 446,000

Richard Road
Patch, Partial Reconstruction & Overlay
Estimated Construction Cost \$ 260,000

**CAPITAL OUTLAY
YEAR 2025**

Georgetown Road
Reconstruction & Overlay
20' wide - 2,600' Length
Estimated Construction Cost \$ 165,000

Market Lane
Reconstruction & Overlay
20' wide - 500' Length
Estimated Construction Cost \$ 85,000

Flattown Road

Ralph Darden Mem. Pkwy. To La. Hwy. 326
Patch & Overlay
Estimated Construction Cost \$ 575,000

**CAPITAL OUTLAY
YEAR 2026**

Allain Road

La. Hwy. 182 to Chitimacha Trail
Reconstruction & Overlay
Estimated Construction Cost No Estimate

Dinkins Road

Reconstruction & Overlay
Estimated Construction Cost No Estimate

Indian Road

Reconstruction & Overlay
Estimated Construction Cost No Estimate

This Ordinance shall be in full force and effective on January 1, 2022.

This Ordinance having been offered and read on this the 27th day of October 2021 and having been published in accordance with law; and having been heard in a public hearing held at Franklin, Louisiana on the 8th day of December, 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 on this the 14th day of December 2021, at the hour of 8:32 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 14th day of December 2021, at the hour of 1:22 p.m.

Mr. Ina moved that Item 13C, "An Ordinance proposing an amendment to Section 2-07 of the Home Rule Charter for St. Mary Parish," be adopted. Rev. Mathews seconded the motion.

Mr. Ina stated that any changes made to the Home Rule Charter have to go on the ballot for the citizen's to vote.

In response to Mr. Duhon's inquiry relative to how many votes it takes in order for the ordinance to pass, Mr. Duplantis stated that eight (8) votes from the Council are required to adopt any Ordinance relative to proposed changes to the Home Rule Charter.

Due to Mr. Hebert's absence, Mr. Ina moved to table Item 13C to the December 15, 2021 Council meeting. Rev. Mathews seconded the motion, which carried by the following 9-1-0-1 Roll Call vote:

YEAS: Ina, Olander, Ramsey, Rulf, Bennett, Duhon, Hidalgo, Adams, and Mathews

NAYS: Rink

ABSTAIN: None

ABSENT: Hebert

Mr. Ramsey moved that Item 13E, "An Ordinance amending Ordinance No. 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," be adopted. Mr. Duhon seconded the motion.

Amended motion was made by Mr. Ramsey to add the words, "except as the same may conflict with State Laws," in Section 1A. Mr. Duhon seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert

Mr. Ina moved that the following Ordinances be adopted. Rev. Mathews seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert

ORDINANCE NO. 2277

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; and having been heard in a public hearing at Franklin, Louisiana on the 8th day of December 2021; was adopted.

APPROVED:

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

ATTEST:

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

This Ordinance was submitted to the President on this the 14th day of December 2021, at the hour of 8:32 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 14th day of December 2021, at the hour of 1:22 p.m.

ORDINANCE NO. 2278

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; and having been heard in a public hearing held at Franklin, Louisiana on the 8th day of December 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 on this the 14th day of December 2021, at the hour of 8:32 a.m.

APPROVED:

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

This ordinance was returned to the Clerk of the Council on this the 14th day of December 2021, at the hour of 1:22 p.m.

ORDINANCE NO. 2279

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; having been heard in a public hearing held at Franklin, Louisiana on the 8th day of December 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 on this the 14th day of December 2021, at the hour of 8:32 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 14th day of December 2021 at the hour 1:22 p.m.

Exhibit “A”

**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 lased premises or at its clinic located at 1115 Weber Street, Franklin, LA.”

Teche, at is 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 its 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 primacy 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

Mr. Ramsey moved that the following Ordinance including the amendment, be adopted. Mr. Duhon seconded the motion, which carried by the following 9-1-0-1 Roll Call vote:

YEAS: Rulf, Bennett, Duhon, Rink, Adams, Mathews, Ina, Olander, and Ramsey

NAYS: Hidalgo

ABSTAIN: None

ABSENT: Hebert

ORDINANCE No. 2280

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. Except as the same may conflict with State Laws, 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. Except as the same may conflict with State Laws, 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; and having been heard in a public hearing at Franklin, Louisiana on the 8th day of December 2021; was adopted.

APPROVED:

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

ATTEST:

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

This Ordinance was submitted to the President on this the 14th day of December 2021, at the hour of 8:32 a.m.

APPROVED:

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

This Ordinance was returned to the Clerk of the Council on this the 14th day of December 2021 at the hour of 1:22 p.m.

Mr. Olander moved that the following Resolutions be adopted. Mr. Ina seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert

RESOLUTION OF ACCEPTANCE

A Resolution authorizing and directing the President to execute for and on behalf of the Parish of St. Mary, a Certificate of Substantial Completion from Coastal Contractors relative to repairs to the Katy Bridge.

WHEREAS, Coastal Contractors, P.O. Box 14056, Baton Rouge, Louisiana 70898, has substantially completed the repairs to the Katy Bridge.

NOW, THEREFORE, BE IT RESOLVED by the Parish of St. Mary that the President be and he is hereby empowered, authorized, and directed to execute a Certificate of Substantial Completion for and on behalf of the Parish of St. Mary accepting the repairs to the Katy Bridge.

BE IT FURTHER RESOLVED, that he shall be authorized and directed to have a copy of said Certificate of Substantial Completion recorded in the mortgage records of St. Mary Parish, Louisiana.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of December 2021.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary to execute an Intergovernmental Agreement with Iberia Parish Law Enforcement District relative to housing and maintaining female prisoners for the St. Mary Parish Government in the Iberia Parish Criminal Justice Facility.

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, execute an Intergovernmental Agreement with Iberia Parish Law Enforcement District relative to housing and maintaining female prisoners for the St. Mary Parish Government in the Iberia Parish Criminal Justice Facility, with said Intergovernmental 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 8th day of December 2021.

APPROVED:

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

ATTEST:

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

In response to several Council Members inquiries, Mr. LaGrange stated that Iberia Parish Jail will house a maximum of 15 prisoners at \$16.00 per day per inmate. The annual cost would be \$87,600.00.

Per Mr. Ramsey's inquiry relative to refurbishing the 7th Floor of the Courthouse to house inmates, Mr. LaGrange stated that the Sheriff's Department will be responsible for staffing it and that he does not have that cost estimate at this time.

Mr. Olander moved that the following Resolutions be adopted. Mrs. Hidalgo seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert

RESOLUTION

A Resolution providing for the approval and authorization for Change Order No. 3 relative to the Pump Station 2 & 2A Drainage Improvements Project.

WHEREAS, a certain contract has been entered into between the St. Mary Parish Council and Ashley Savarino Unlimited Construction, LLC, 1000 Justin Road, Metairie, Louisiana 70001, relative to the Pump Station 2 & 2A Drainage Improvements Project, and

WHEREAS, the items as shown on Change Order No. 3 will result in an increase of \$134,289.89 in the contract price and an increase of 76 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. 3 covering and an in an increase of \$134,289.89 in the contract price and an increase of 76 working days in the contract time for the Pump Station 2 & 2A Drainage Improvements 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. 3 on behalf of the St. Mary Parish Council.

ADOPTED AND APPROVED by the St. Mary Parish Council in regular session convened on this the 8th day of December 2021.

APPROVED:

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

ATTEST:

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

RESOLUTION

A resolution authorizing David Hanagriff, the President of St. Mary Parish to execute Amendment No. 3 to the Engineering Contract with T. Baker Smith, LLC relative to Amelia Pump Station 2 & 2A Drainage Improvements Project.

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 Amendment No. 3 to the Engineering Contract with T. Baker Smith, LLC relative to Amelia Pump Station 2 & 2A Drainage Improvements Project, with said contract 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 8th day of December 2021.

APPROVED:

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

ATTEST:

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

Item 14E, “Resolution ordering and calling a special election to be held in the Parish of St. Mary, State of Louisiana, to vote upon the adoption of an amendment to the current St. Mary Parish Home Rule Charter; making application to the State Bond Commission and providing for other matters in connection therewith,” will be on December 15, 2021 Council agenda.

Legal Counsel, Eric Duplantis informed that due to certain conflicts with Item 14F, “Resolution to remove Councilman Dean Adams as Chairman of the St. Mary Parish Council due to failure to impartially administer his executive office” and Item 14G, “Resolution to censure Councilman Mark Duhon relative to improper conduct counter to the St. Mary Parish Council’s standard of

behavior, specifically for interference with personnel functions of the Parish Council and Government,” Dean Wattigny, Assistant District Attorney, 16th Judicial District, will act as legal advisor on these items.

Mr. Wattigny stated that Item 14F, “Resolution to remove Councilman Dean Adams as Chairman of the St. Mary Parish Council due to failure to impartially administer his executive office” is not in the proper procedural posture on the agenda to take action on. He informed that Section 2-07 of the St. Mary Parish Home Rule Charter (The Charter) does not specifically address procedure for removal of officers, neither are there any ordinances or resolutions. However, the Charter does state that Robert’s Rules of Order is used to address the manner of removal of officers.

In response to Rev. Mathews’ inquiry relative to what constitutes, qualifies, or defines disqualification, Mr. Wattigny stated that it can be that the Chairman has moved out of the Parish or District, etc.

Per Rev. Mathews’ inquiry relative to Section 2-08, Investigations, Mr. Wattigny stated that an investigation could be one way to move forward with the removal of Mr. Adams and stated that usually a motion to appoint a committee to begin investigation is done first. Mr. Wattigny stated that proper procedure to request a hearing at the next meeting could be done by amending the resolution.

Rev. Mathews moved that a hearing be held for the purpose of conducting an investigation to determine whether or not Chairman Dean Adams should be removed for cause.

Mr. Ramsey suggested that since there is only one (1) meeting left for this year, the Council should wait until January, 2022 when election of Chairman and Vice Chairman will take place.

Mr. Duplantis requested a five (5) minute recess with Mr. Wattigny to discuss concerns of expansion or modification of the proposed resolution to remove Councilman Dean Adams as Chairman of the St. Mary Parish Council due to failure to impartially administer his executive office.

The meeting was reconvened and Mr. Wattigny stated that after discussion, it was decided that, depending on how the motion is substituted, it can be substituted and debated.

After discussion, Mr. Ramsey moved to table Item 14F, “Resolution to remove Councilman Dean Adams as Chairman of the St. Mary Parish Council due to failure to impartially administer his executive office.” Mr. Bennett seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert

Mr. Wattigny informed that because Item 14G, “Resolution to censure Councilman Mark Duhon relative to improper conduct counter to the St. Mary Parish Council’s standard of behavior, specifically for interference with personnel functions of the Parish Council and Government,” has a preliminary injunction in place prohibiting to proceed with this item cannot take place.

Rev. Mathews moved to table Item 14G.

In response to Rev. Mathews’ inquiry relative to not being able to take action or discuss Item 14G, Mr. Wattigny explained that the preliminary injunction that is signed by the Judge, prohibits proceeding on this item and that there will be a hearing in the future. He stated that because the Parish is being sued, risk management is researching proper representation, and that any further discussion would have to be done in an executive session.

Mr. Ina stated that focus needs to be on other Parish matters.

Rev. Mathews moved to table Item 14G, “Resolution to censure Councilman Mark Duhon relative to improper conduct counter to the St. Mary Parish Council’s standard of behavior, specifically for interference with personnel functions of the Parish Council and Government.” Mr. Rulf seconded the motion, which carried by the following 10-0-0-1 Roll Call vote:

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

NAYS: None

ABSTAIN: None

ABSENT: Hebert

OLD BUSINESS:

- A. Referred from the Advisory Budget/Finance Committee Meeting on November 10, 2021 to recommend an allocation to The Teche Project Funding Request of \$2,000.00 from Wards 1, 2, 3, 4, 7, & 10 3/10% Sales Tax Fund.

This item was discussed earlier.

- B. Referred from the September 22, 2021 Regular Meeting - Appointment to the following Boards and Commissions:

Fire Protection District No. 11 (Four Corners) – 1 Vacancy

David Aymond

Rev. Mathews moved that David Aymond be appointed to Fire Protection District No. 11. Dr. Rink seconded the motion, which carried.

- C. Referred from the November 17, 2021 Regular Meeting - Appointment to the following Boards and Commissions:

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

Timothy Matthews – Present Member

Leroy L. Trim – Present Member

Harry “Hanko” Hoffpauir – Present Member

Glen A. Swain – Present Member

Charlie Solar, Jr.

Mr. Bennett referred this item to the December 15, 2021 Parish Council agenda.

NEW BUSINESS:

- A. We received the following financial statements:

Waterworks District No. 5 – Year Ended May 31, 2021

- B. Kevin Ardoin, Laboratory Director, Acadiana Criminalistics Laboratory writes that the Annual Commission Meeting hosted by the Acadiana Crime Lab was held on Tuesday, November 16, 2021. During the meeting, the 2021 amended budget and the proposed 2022 budget was approved by the Commission members in attendance.

The budgets must be approved by at least a majority of the governing authorities of the parishes which the Commission serves. Furthermore, please disclose to me the results of the meeting when the amended 2021 and 2022 budget is presented.

Dr. Rink moved to approve the Acadiana Criminalistics Laboratory’s 2021 amended budget and the proposed 2022 budget. Mr. Bennett seconded the motion, which carried.

- C. Cynthia Blanchard, owner of The Chatterbox dba CKBCPBS, LLC, located at 10715 E. Hwy. 182 Frontage Road, Amelia requests a residency variance to obtain a 2022 Full Liquor Permit.

Mr. Duhon moved to grant the residency variance to obtain a 2022 Full Liquor Permit to Cynthia Blanchard, owner of The Chatterbox dba CKBCPBS, LLC, located at 10715 E. Hwy. 182 Frontage Road, Amelia. Dr. Rink seconded the motion, which carried.

- D. Chad Ross, has written to formally turn in his resignation from the Bayou Vista Streets & Civic Improvement Committee (received on November 29, 2021).

He will be sent a letter thanking him for his service and the vacancy will be advertised.

- E. Discussion and action pursuant to Ordinance No. 2152 which provides that any member of any Board of Commissioners appointed by the Parish who shall miss three (3) meetings in any twelve (12) month period of time without good cause stated to the Parish Council shall be terminated from the Board of Commissioners. The intent of the ordinance is to have people serving on these boards that have the time and willingness to attend meetings so as to ensure that a quorum would be met to conduct business that may come before the board. On November 10, 2021 a letter was sent to Ms. Bayleigh Barbier informing her that a commissioner who misses three meetings within a twelve-month period without good cause shall be terminated. She was asked if she wanted to continue to serve and she phoned on November 24, 2021 informing me she has a new job that will allow her to attend the meetings regularly and would like to continue to serve.

Mr. Ramsey moved to remove Bayleigh Barbier from Recreation District No. 3 for violation of Ordinance No. 2152. Rev. Mathews seconded the motion, which carried. Mrs. Hidalgo voted no.

There being no further business, Mr. Olander moved for adjournment. Rev. Mathews seconded the motion, which carried.