

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

OCTOBER 9, 2013  
FRANKLIN, LOUISIANA

The St. Mary Parish Council met on this date in Regular Session with Chairman, Albert Foulcard presiding and the following members present: Lionel Metz, Charles Middleton, David Hanagriff, Glen Hidalgo, Ken Singleton, Logan Fromenthal, Dr. Tim Tregle, Sterling Fryou, Kevin Voisin and Steve Bierhorst.

The Invocation was pronounced by Mr. Fryou and the Pledge of Allegiance was led by Dr. Tregle.

Mr. Voisin moved that the reading of the minutes of the Second Regular Meeting, September 25, 2013 be dispensed with and that the same be approved. Mr. Fryou seconded the motion, which carried.

Adriana Drusini and Jenni Ducote, Raintree 4-H Leaders appeared before the Council to introduce the following 4-H Students: McKaila Darden, Centerville High School, Dustin Rogers, Hanson Memorial High School, Jhalon Thomas, Hanson Memorial High School, Ashton Landry, Centerville High School, Taylor Stirling, Hanson Memorial High School and Jacob Rogers, Glencoe Charter School.

Each student expounded relative to their participation in the 4-H Programs and thanked the Parish Council for their support of the 4-H Program and the Proclamation declaring October 6<sup>th</sup> – 12<sup>th</sup>, 2013 as National 4-H Week in St. Mary Parish.

Diane Wiltz, Coordinator, Red Ribbon Committee and Lena Henry, Deputy, St. Mary Parish School Resource Officer appeared before the Parish Council to thank the Council for their support, to inform relative to the activities scheduled for Red Ribbon Week and to request the adoption of a Proclamation declaring the week of October 18 – 27, 2013, as Red Ribbon Drug-Free Week in the Parish of St. Mary.

Mr. Bierhorst moved that the following Proclamation be adopted. Mr. Fryou seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Metz, Middleton, Hanagriff, Hidalgo, Singleton, Fromenthal, Dr. Tregle, Messrs. Fryou, Voisin, Bierhorst and Foulcard

NAYS: None

ABSTAIN: None

ABSENT: None

**PROCLAMATION**

**WHEREAS**, alcohol and other drug abuse have reached epidemic stages; and,

**WHEREAS**, it is imperative that visible, unified prevention education efforts be launched to eliminate the demand for drugs; and,

**WHEREAS**, the Red Ribbon has become a symbol of opposition to drug use and alcohol abuse; and,

**WHEREAS**, a parish-wide Red Ribbon Campaign will be celebrated in St. Mary Parish during Drug-Free Week, *October 19 – 27, 2013*; and

**WHEREAS**, Business, Government, Law Enforcement, Schools, Religious Institutions, Service Organizations, Youth Medical, Senior Citizens, Military,

Sports Teams, and Individuals will demonstrate their commitment to drug-free, healthy lifestyles by wearing and displaying red ribbons during this week-long campaign; and,

**WHEREAS**, the Parish Council of St. Mary commits its resources to ensure the success of the St. Mary Parish Red Ribbon Campaign; and

**NOW, THEREFORE BE IT RESOLVED**, that the Parish Council of St. Mary does hereby support **October 19 – 27, 2013**, as Red Ribbon Drug-Free Week, and encourages its citizens to participate in drug awareness and drug educational activities, making a visible statement that we are strongly committed to drug-free, healthy lifestyles.

**BE IT FURTHER RESOLVED**, that the Parish Council of St. Mary encourages all citizens to support the 2013 campaign theme:

*“Keep Your Balance; don’t waste your talents. Be Drug Free!”*

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g **Albert Foulcard**

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g **Lisa C. Morgan**

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

Mark Bogan, 7413 Hwy 182, Verdunville appeared before the Parish Council to inquiry relative to Mr. Hanagriff and Mr. Hidalgo’s request of an allocation of \$15,000 from Wards 1, 2, 3, 4, 7 & 10 3/10% Sales Tax Fund to Recreation District No. 7 for Insurance and Operations.

Messrs. Hanagriff and Hidalgo explained that Recreation District No. 7 does not have a millage at the present time to support the Recreation District (Centerville/Verdunville areas).

Danika Foley, 608 Michigan, Morgan City appeared before the Parish Council to comment relative to the 3<sup>rd</sup> Annual Hoodstock event. (Ms. Foley invited the Council to come out to meet and greet the community.)

Ms. Foley stated that the event is to inform the public relative to social and political issues in the community. (The event will be held on October 12, 2013 from 10:00 a.m. until 6:00 p.m. on 11<sup>th</sup> Street in Morgan City.)

Mr. Naquin, Parish President reported on the meeting that he attended in Mobile, AL with officials from NACo to discuss the Gulf Coast.

Mr. Naquin informed that Halloween will be observed on Thursday, October 31, 2013 from 6:00 p.m. until 8:00 p.m. (parish wide.)

Mr. Naquin congratulated the City of Patterson for being chosen as the 8<sup>th</sup> best city in the State of Louisiana to raise a family.

Mr. Naquin reported that the Veteran's Luncheon will be held on November 7, 2013 from 10:00 a.m. until 1:00 p.m. at the Franklin Recreation Center located on Hospital Avenue in Franklin.

Mr. Naquin reported that the St. Mary Levee District will meet on Thursday, October 10, 2013 at 6:00 p.m.

Mr. Naquin stated that Yellow Bayou Levee Improvements, sheet pile removal at Hanson Canal and Franklin Canal are among main topics of discussion.

Mr. Naquin also informed relative to the Senior Citizens' Luncheon which will be held on Thursday, October 10, 2013 at the Franklin Recreation Center.

Henry "Bo" LaGrange, Chief Administrative Officer presented his report for a two (2) week period ending October 9, 2013.

In regard to Item 3 in Mr. LaGrange's report which stated, "Bids have been received for the Community Development Block Grant Gustav/Ike Recovery Project: Roadway & Drainage Improvements to Labau Street, Jolivette Street, Ninth Street & Tenth Street in the Town of Baldwin. The low bid in the amount of \$394,798.50 which includes Alt. "A", was submitted by LA Contractors Ent., LLC", Mr. LaGrange requested that the Parish Council consider adopting a resolution authorizing Mr. Naquin to execute a contract with the lowest bidder.

Mr. LaGrange informed that Mayor Grizzaffi, City of Morgan City has written requesting that the Parish allow the City of utilize the washer and dryer from the 7<sup>th</sup> Floor Jail. (Mr. Duplantis, Legal Advisor will draft an agreement and the agreement will be presented for approval at the October 23, 2013 Regular Meeting.)

Mr. LaGrange also informed that the State Division of Administration has written to advise that any Capital Outlay Projects that currently do not have a line of credit granted by the State Bond Commission should be reapplied for in 2014. (Capital Outlay applications are due by November 1, 2013.)

The two (2) projects that are currently in the Bill are: Charenton Beach Road Reconstruction Project - \$500,000 and Centerville Park Recreation Infrastructure Improvements - \$75,000.

In regard to the Plantation Pump Station, Mr. LaGrange stated that a start-up test of the pumps will be performed on October 15, 2013 at 9:30 a.m.

In response to an inquiry by Mr. Metz on the status of the Hurricane Gustav/Ike grant, Mr. LaGrange stated that an update will be presented at the October 23, 2013 Regular Meeting.

In response to an inquiry in regard to the Federal Government shutdown, by Mr. Foulcard, Mr. LaGrange informed that the TANF Funds (funds utilized to fund Claire House operations) may impact Claire House if nothing is done prior to November 1, 2013.

In response to an inquiry by Mr. Voisin regarding the resolution authorizing the Parish President to execute an Amendment to the Intergovernmental Agreement with Mark A. Hebert, Sheriff, St. Mary Parish, Mr. LaGrange stated that it is an amendment to the current agreement with the Sheriff relative to the operation to the Jail and payment of the \$7.00 per day DOC payment.

In regard to the resolution approving and authorizing the Parish President to execute an agreement with the St. Mary Chapter #4435 of AARP, Inc. relative to the operation and maintenance of the St. Mary Senior Center, Mr. LaGrange stated that AARP's staff will perform the operation and maintenance work and the Parish will compensate the person at the same rate that was previously paid to the former employee. (Part-time person - \$9,500 yearly.)

In response to an inquiry by Mr. Hidalgo in regard to the resolution authorizing Paul P. Naquin, Jr., the President of St. Mary Parish to execute a contract with the lowest bidder relative to Roadway and Drainage Improvements to Labau Street, Jolivette Street, Ninth Street and Tenth Street located within the Town of Baldwin, Mr. LaGrange stated that the streets will be overlaid and the roadside ditches will be ensured for proper drainage. (The Project is funded by Gustav/Ike funds.)

Mr. Voisin moved that the Public Hearing Report, September 25, 2013 be approved. Dr. Tregle seconded the motion, which carried.

In regard to the proposed ordinance adopting the St. Mary Parish Compiled Ordinances Section 2-83.1 requiring reporting of meetings, agendas and minutes to the St. Mary Parish Council, Dr. Tregle stated that Mr. Duplantis will review and redraft the ordinance for introduction at the October 23, 2013 Regular Meeting.

Mr. Voisin moved that the following ordinance be adopted. Dr. Tregle seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Middleton, Hanagriff, Hidalgo, Singleton, Fromenthal, Dr. Tregle, Messrs. Fryou, Voisin, Bierhorst, Foulcard and Metz

NAYS: None

ABSTAIN: None

ABSENT: None

### **ORDINANCE NO. 1960**

An ordinance authorizing the President of St. Mary Parish to execute a Temporary Easement, Servitude and Right-of-Way Agreement with St. Mary Energy, LLC in connection with the Point Chevreuil Shoreline Protection project, St. Mary Parish, Louisiana.

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

**SECTION 1.** The St. Mary Parish Council does hereby authorize the President to execute a Temporary Easement, Servitude and Right-of-Way Agreement with St. Mary Energy, LLC in connection with the Point Chevreuil Shoreline Protection project, St. Mary Parish, Louisiana on the terms and conditions as contained in the agreements, which is described in Exhibit "A" a copy of which is attached hereto and made a part hereof.

**SECTION 2.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

This ordinance shall become effective upon adoption.

This ordinance having been offered and read on this 11<sup>th</sup> day of September, 2013; having been published in accordance with law; having been heard in a public hearing held at Franklin, Louisiana on the 9<sup>th</sup> day of October, 2013; was adopted.

**APPROVED:**

**s/g Albert Foulcard**

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

**s/g Lisa C. Morgan**

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

This Ordinance was submitted to the President of St. Mary Parish on this the 11<sup>th</sup> day of October, 2013 at the hour of 10:05 a.m.

**APPROVED:**

s/g Paul P. Naquin

\_\_\_\_\_  
**PAUL P. NAQUIN, JR., PRESIDENT  
ST. MARY PARISH**

This Ordinance was returned to the Clerk of the Council on this the 14<sup>th</sup> day of October, 2013 at the hour of 9:56 a.m.

Exhibit "A"

**TEMPORARY EASEMENT, SERVITUDE AND RIGHT-OF-WAY AGREEMENT**

**POINT CHEVREUIL SHORELINE PROTECTION PROJECT  
ST. MARY PARISH, LOUISIANA**

**STATE OF LOUISIANA**

**PARISH OF ST. MARY**

THIS AGREEMENT, entered into and made effective this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between: **ST. MARY ENERGY LLC**, tax identification number \_\_\_\_\_, with the business address of \_\_\_\_\_; herein represented by \_\_\_\_\_, its Attorney-in-Fact, hereinafter called the "GRANTOR", as owner of the below described property; and the **ST. MARY PARISH GOVERNMENT**, hereinafter called "ST. MARY PARISH", herein represented by its duly authorized President, PAUL P. NAQUIN, JR.

WITNESSETH: For and in consideration of the promises and undertakings by **ST. MARY PARISH GOVERNMENT** to GRANTOR herein, including the potential benefits to GRANTOR'S lands and benefit to public lands and the public benefit in coastal restoration resulting from the referenced project, the receipt and adequacy of which are hereby acknowledged, GRANTOR hereby donates and grants unto **ST. MARY PARISH GOVERNMENT**, its successors, assigns or transferees, the temporary rights-of-way, servitudes and easements (hereinafter called "the Agreement"), together with the right to enter in, on, and over, GRANTOR'S property, for the purposes of planning, constructing, operating, maintaining, monitoring and removing of conservation and restorative measures, structures and/or appurtenances as part of the **POINT CHEVREUIL SHORELINE PROTECTION PROJECT** (the "Project") located on lands and water covered lands which are owned by GRANTOR ("said Lands"), to-wit:

Property located in Sections 25, 26, 27, 28, 33, 34, and 35, T17S-R09E St. Mary Parish, Louisiana, all as shown on Exhibit A, attached hereto and made a part hereof.

GRANTOR hereby warrants that GRANTOR understands the Project and accepts any and all impacts to said Lands resulting from construction and implementation of the Project, including any impairment, alteration or interference with the natural servitude of drain provided for by Louisiana Law, including expressly but not limited to, Louisiana Civil Code Articles 655-658 and/or La. R.S. 38:218.

I. This Agreement includes the rights to enter said Lands, as previously described, to perform any of the following activities at the sites or locations identified in the attached Exhibit "A":

a. The right to construct, maintain, monitor and remove a segment of artificial breakwater shown as "shoreline protection" on Exhibit A;

b. The right to construct, locate, maintain and service required monitoring devices and equipment on portions of said Lands immediately adjacent to the artificial breakwater;

c. The right to post warning signs or notices on or near appropriate Project features on said Lands, as may be deemed necessary by ST. MARY PARISH;

d. The right to alter or remove structures and/or appurtenances constructed on said Lands by ST. MARY PARISH pursuant to the Project;

II. ST. MARY PARISH agrees to give reasonable notice (not less than forty-eight (48) hours) to GRANTOR prior to initiation of work, of the coordination of ingress or egress, if necessary, for the purposes required in implementing, constructing, maintaining, and monitoring the Project.

III. GRANTOR agrees that, for ordinary inspection, maintenance and repair activities, no structures, improvements, constructions, and/or appurtenances constructed by ST. MARY PARISH pursuant to the Project shall be adjusted, removed and/or interfered with by GRANTOR or anyone holding rights by, through or under GRANTOR, without the prior coordination with ST. MARY PARISH.

IV. ST. MARY PARISH agrees to protect, defend, indemnify and hold GRANTOR harmless against and from any loss or liability on account of injuries to (including the death of) persons or to the property of others, including reasonable attorney's fees, arising wholly or in part from or in connection with ST. MARY PARISH's operations hereunder on said Lands except for any loss or liability on account of injuries resulting from the negligence or willful misconduct of GRANTOR. GRANTOR shall have no liability to ST. MARY PARISH for any damage done to structures or to the Project as a result of the activities of third persons.

V. ST. MARY PARISH shall verify that every contractor working on GRANTOR'S property or on said Lands shall maintain in full force, during the entire existence of this Agreement, Workman's Compensation Insurance in an amount necessary to satisfy the minimum requirements of the laws of the State of Louisiana.

VI. ST. MARY PARISH may terminate this Agreement due to lack of funding, convenience, or otherwise and thereby terminate maintenance of said structures and/or appurtenances and terminate all responsibilities under this agreement.

VIII. This Agreement is made without any warranty or representation as to title, peaceable possession or fitness of said Lands for any intended purpose or otherwise. GRANTOR specifically does not warrant or represent the correctness of any survey, or any of the plats attached hereto which purport to show the location of said Lands. If at any time any questions or litigation should arise as to the ownership of any part of the Lands, or as to any boundary or limit of any part of the separate and various Lands covered by this Agreement, this Agreement shall not be construed to be, or permitted to serve as, evidence or as a basis of waiver of any legal rights against any party hereto, or prevent any party hereto from establishing its ownership, or having the boundaries or limits of its property determined, in any lawful manner, anything herein contained to the contrary notwithstanding.

IX. This Agreement shall become effective as of the effective date hereinabove and shall remain in effect for the life of the Project; and, provided further, that if ST. MARY PARISH should fail to commence work or improvements on said Lands to implement the Project within two (2) years of ST. MARY PARISH's execution hereof, this servitude shall automatically terminate and ST. MARY PARISH shall have no further rights hereunder.

X. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, successors in interest, transferees and assigns, however, ST. MARY PARISH shall not transfer, assign or encumber this Agreement, or any rights herein, in whole or in part, without the prior written consent of GRANTOR.

XI. This Agreement may be executed in any number of counterparts, each of which shall constitute an original document which shall be binding upon any of the parties executing same.

XII. This Agreement is subject to and subordinate to all of GRANTOR'S existing contracts of record affecting said Lands.

XIII. This Agreement does not confer or waive any rights except as expressly provided herein.

**IN WITNESS WHEREOF**, this Agreement is executed by Grantor, **ST. MARY ENERGY LLC** on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESSES:

ST. MARY ENERGY agent for

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
TITLE

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement is executed by **ST. MARY PARISH GOVERNMENT** in the presence of the undersigned witnesses on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WITNESSES:

ST. MARY PARISH GOVERNMENT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
St. Mary Parish President

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF LOUISIANA

PARISH OF ST MARY

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally came and appeared \_\_\_\_\_, to me known, who, being by me duly sworn, declared and acknowledged to me, Notary, that he is the Attorney-in-Fact of **ST. MARY ENERGY LLC**, by and through its agent, **ST. MARY ENERGY** that as such duly authorized officer, by and with authority of the Board of Directors of said corporation, he signed, executed and sealed the foregoing instrument, as the free and voluntary act and deed of said corporation, for and on behalf of said corporation, and for the object and purposes therein set forth.

\_\_\_\_\_  
NOTARY PUBLIC  
Notary/Bar#: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

STATE OF LOUISIANA

PARISH OF ST MARY

BEFORE ME, the undersigned authority, duly commissioned and qualified in and for said Parish and State aforesaid, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, personally came and appeared PAUL P. NAQUIN, JR. to me known, who declared that he/she is PARISH PRESIDENT for the PARISH OF ST MARY, that he/she executed the foregoing instrument on behalf of said ST. MARY PARISH GOVERNMENT and that the instrument was signed pursuant to the authority granted to him and that he acknowledged the instrument to be the free act and deed of PARISH OF ST. MARY.

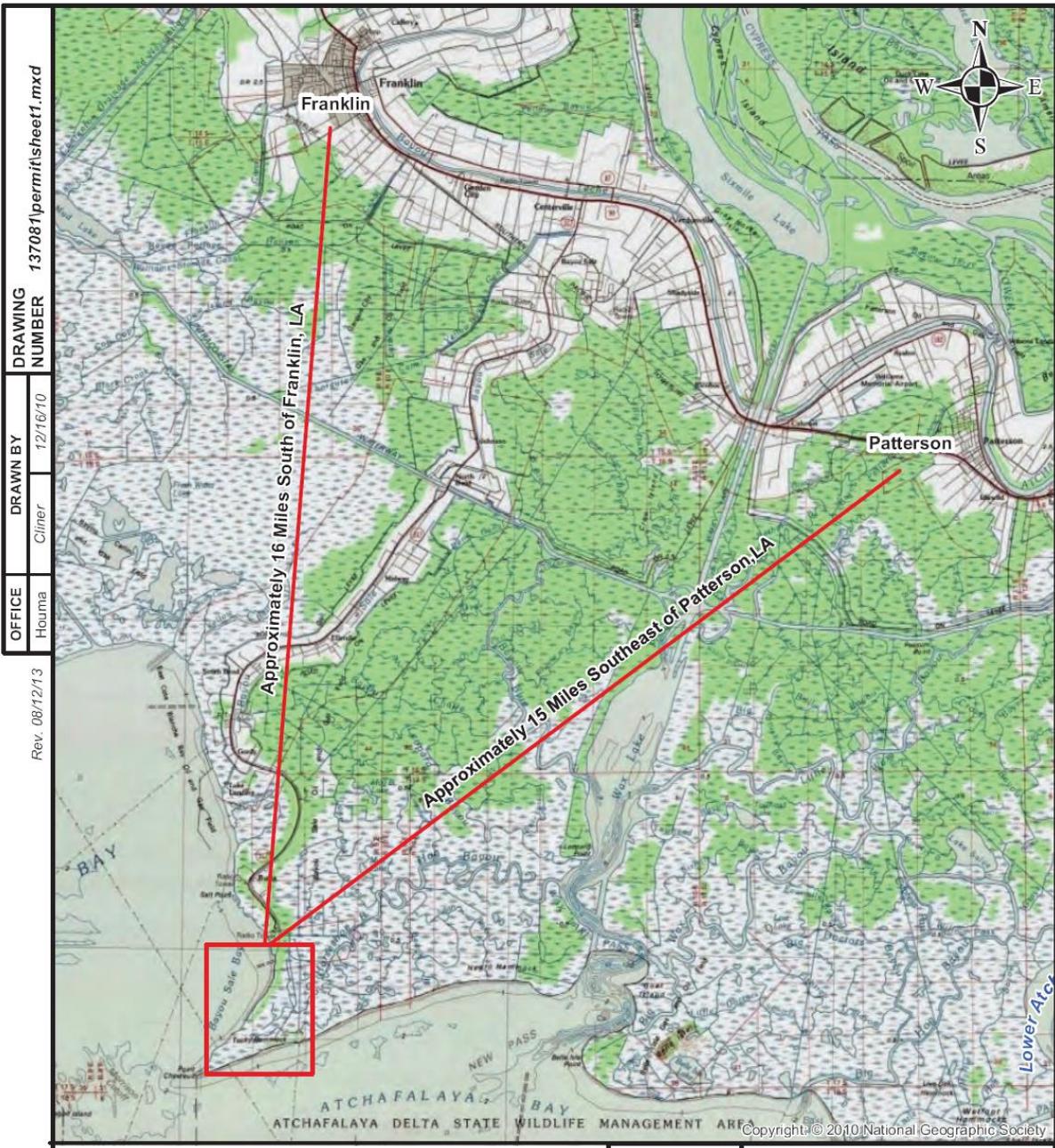
\_\_\_\_\_  
NOTARY PUBLIC

Notary/Bar#: \_\_\_\_\_

My commission expires: \_\_\_\_\_

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**EXHIBIT A**



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 12/16/10  
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 OFFICE  
 Houma

Rev. 08/12/13

**Legend**

— Alignment

2.5 1.25 0 2.5 Miles

REFERENCE/PROJECTION: USGS Topo 100K Quads

ST. MARY PARISH GOVERNMENT

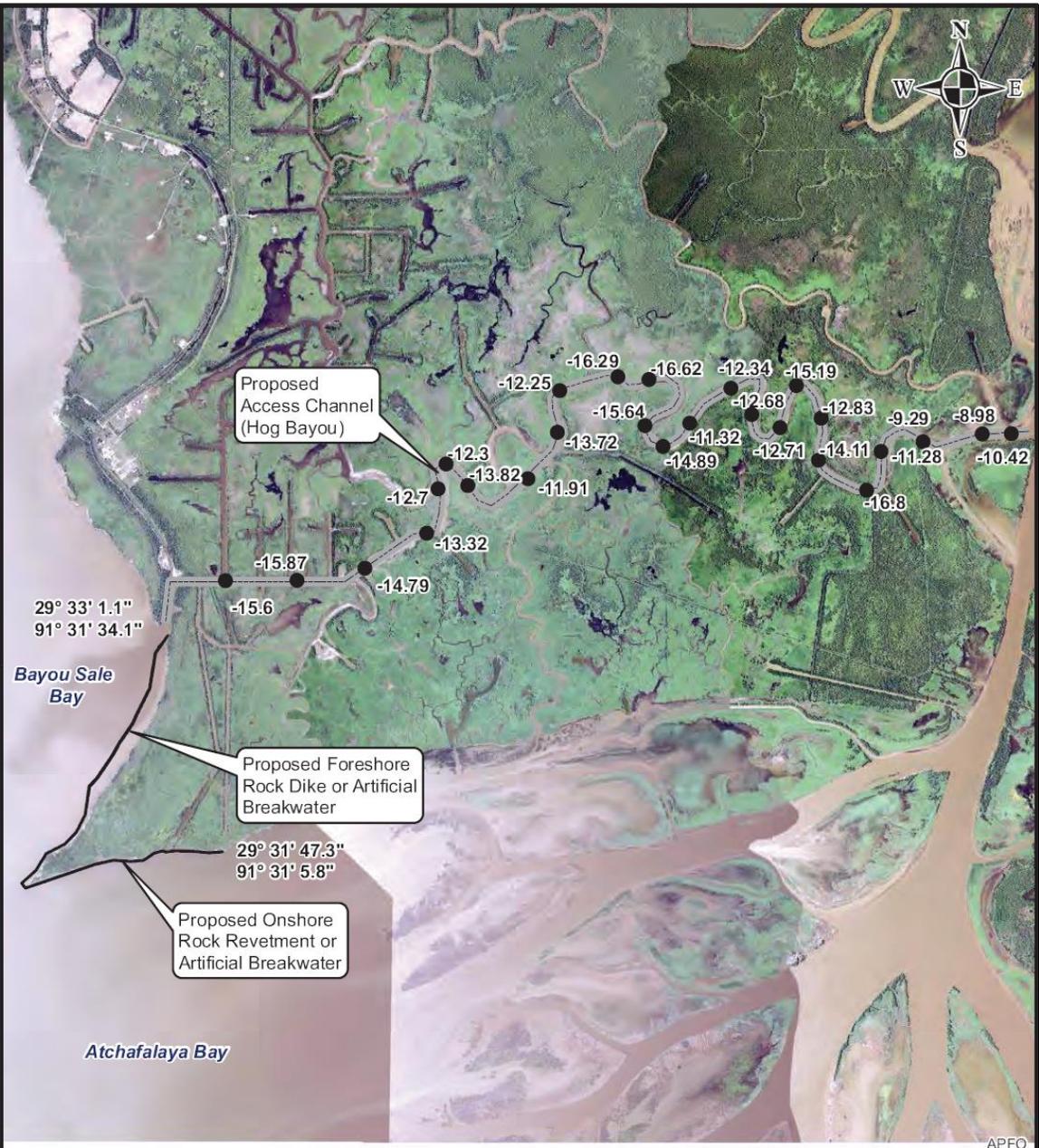
**SHEET 1 OF 5**

**PROPOSED POINT CHEVREUIL SHORELINE PROTECTION**

CIAP PROJECT  
 SECTIONS 22, 27, 28, 33, 34 & 40, T17S-R9E  
 ST. MARY PARISH, LOUISIANA

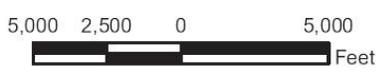
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Rev. 08-12-13



**Legend**

- Alignment
- ▨ Temporary Access Channel

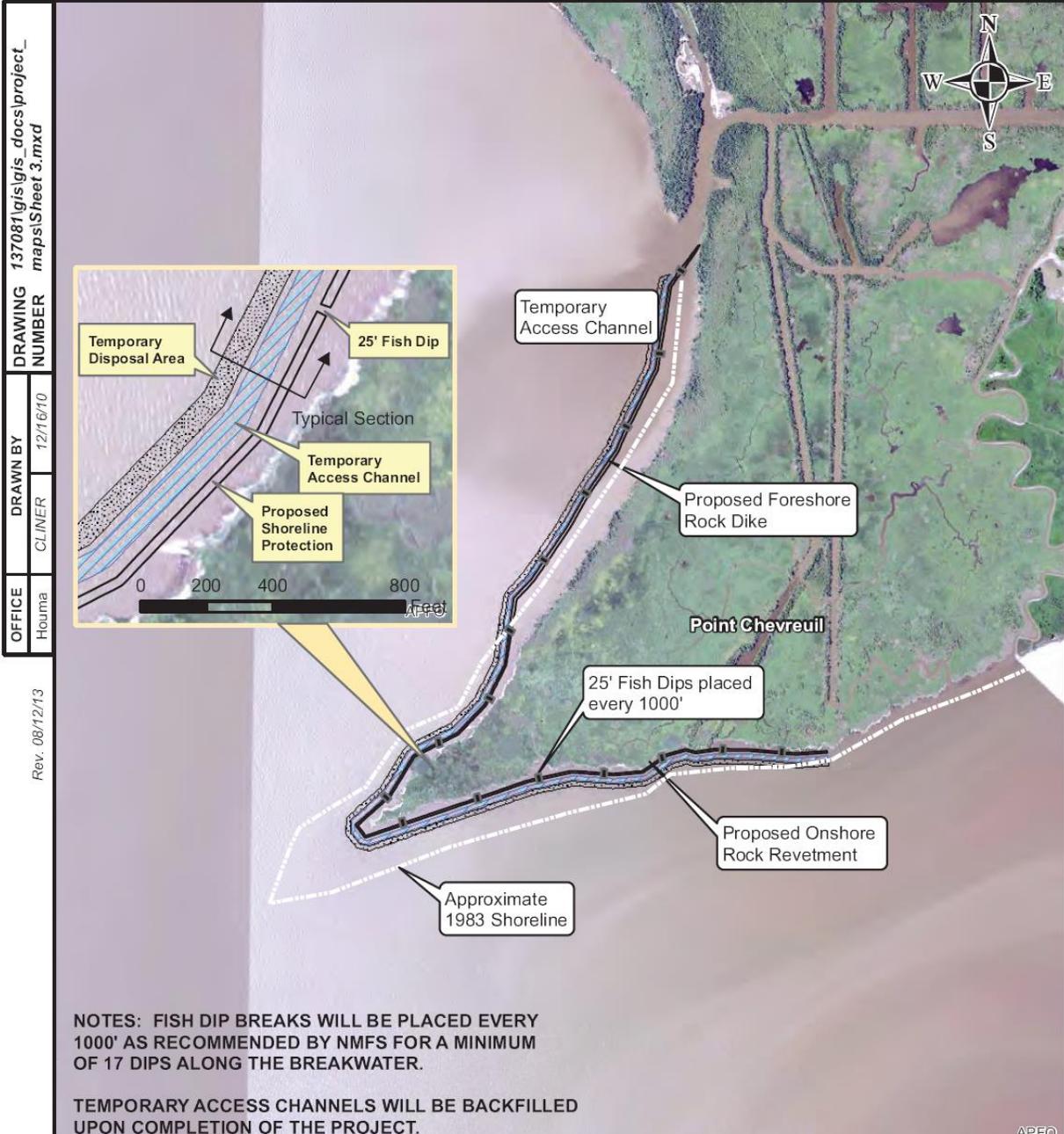


REFERENCE/PROJECTION: 2010 NAIP Aerial



ST. MARY PARISH GOVERNMENT

**SHEET 2 OF 5**  
**PROPOSED POINT CHEVREUIL**  
**SHORELINE PROTECTION**  
CIAP PROJECT  
SECTIONS 22, 27, 28, 33, 34 & 40, T17S-R9E  
ST. MARY PARISH, LOUISIANA



**NOTES: FISH DIP BREAKS WILL BE PLACED EVERY 1000' AS RECOMMENDED BY NMFS FOR A MINIMUM OF 17 DIPS ALONG THE BREAKWATER.**

**TEMPORARY ACCESS CHANNELS WILL BE BACKFILLED UPON COMPLETION OF THE PROJECT.**

APFO

<p><b>Legend</b></p> <p>— Shoreline Protection Alignment</p> <p> Temporary Access Channel</p> <p> Temporary Disposal Area</p> <p style="text-align: center;">1,500 750 0 1,500          Feet</p> <p>REFERENCE/PROJECTION: 2010 NAIP Image</p>	<p style="text-align: center;"><b>Option 1</b></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: right;"> <p>ST. MARY PARISH GOVERNMENT</p> </div> </div> <p style="text-align: center;"><b>SHEET 3 OF 5</b></p> <p style="text-align: center;"><b>PROPOSED POINT CHEVREUIL SHORELINE PROTECTION</b></p> <p style="text-align: center;">CIAP PROJECT        SECTIONS 22, 27, 28, 33, 34 &amp; 40, T17S-R9E        ST. MARY PARISH, LOUISIANA</p>
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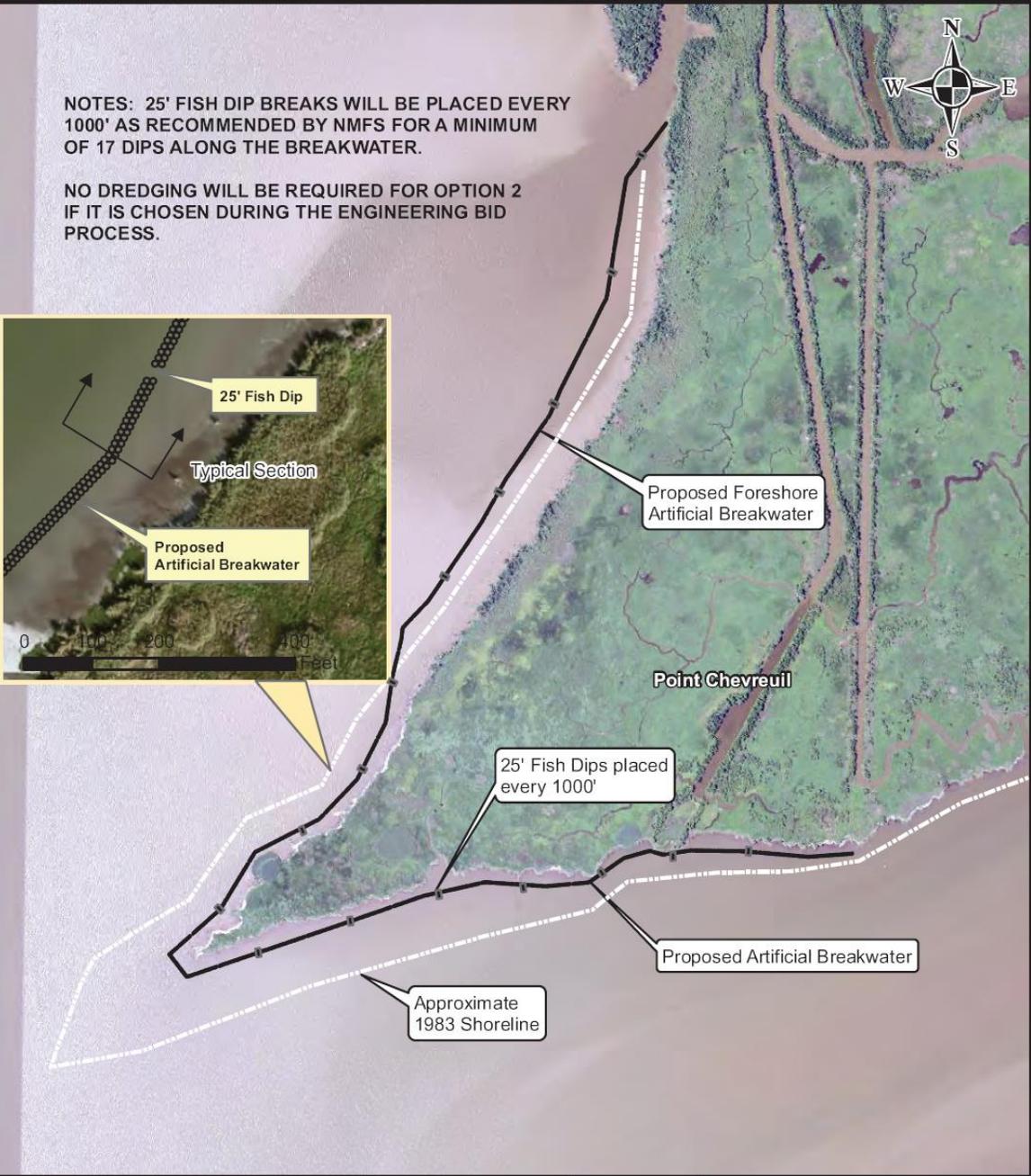
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 CLINER 12/16/10

OFFICE  
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REV. 08/12/2013

NOTES: 25' FISH DIP BREAKS WILL BE PLACED EVERY 1000' AS RECOMMENDED BY NMFS FOR A MINIMUM OF 17 DIPS ALONG THE BREAKWATER.

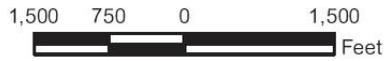
NO DREDGING WILL BE REQUIRED FOR OPTION 2 IF IT IS CHOSEN DURING THE ENGINEERING BID PROCESS.



**OPTION 2**

**Legend**

- Artificial Breakwater
- Shoreline Protection Alignment



REFERENCE/PROJECTION: 2010 NAIP Image



ST. MARY PARISH GOVERNMENT

**SHEET 4 OF 5**  
**PROPOSED POINT CHEVREUIL**  
**SHORELINE PROTECTION**  
 CIAP PROJECT  
 SECTIONS 22, 27, 28, 33, 34 & 40, T17S-R9E  
 ST. MARY PARISH, LOUISIANA

Mr. Middleton moved that the following resolutions be adopted. Mr. Bierhorst seconded the motion, which carried by the following 11-0-0-0 Roll Call vote:

YEAS: Messrs. Hanagriff, Hidalgo, Singleton, Fromenthal, Dr. Tregle, Messrs. Fryou, Voisin, Bierhorst and Foulcard, Metz and Middleton

NAYS: None

ABSTAIN: None

ABSENT: None

### **RESOLUTION OF RESPECT**

**WHEREAS**, the Lord Almighty in his Infinite mercy and goodness has seen fit to remove from our midst, friend and former employee, Mr. James C. "Jimmie" Ducote, and

**WHEREAS**, Mr. Ducote worked as the Burns Point Caretaker for the Parish of St. Mary for nearly seven years, and

**WHEREAS**, the members of the St. Mary Parish Council wish to acknowledge publicly their sorrow and sympathy to the family of Mr. Ducote, and

**WHEREAS**, the St. Mary Parish Council hopes that his family will find comfort in the thought that their grief and sorrow are shared by their friends.

**NOW, THEREFORE BE IT RESOLVED**, by the St. Mary Parish Council through the unanimous adoption of this resolution that they solemnly deliberate with sincere condolences, sympathy, and understanding during this time of grief.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g **Albert Foulcard**

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g **Lisa C. Morgan**

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

**RESOLUTION**

A resolution authorizing Paul P. Naquin, Jr., the President of St. Mary to execute an Amendment to the Intergovernmental Agreement with Mark A. Hebert, Sheriff, St. Mary Parish relative to the Per Diem Payments for Housing Department of Corrections Prisoners.

**BE IT RESOLVED**, that Paul P. Naquin, Jr., 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 an Amendment to the Intergovernmental Agreement with Mark A. Hebert, Sheriff, St. Mary Parish relative to the Per Diem Payments for Housing Department of Corrections Prisoners, 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 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g Albert Foulcard

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g Lisa C. Morgan

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

**RESOLUTION**

A resolution authorizing Paul P. Naquin, Jr., the President of the Parish of St. Mary to execute an Agreement with the State of Louisiana, Department of Transportation and Development relative to State Project No. H.010166 A.I.P. NO. 3-22-0044-015-2013 Rehabilitate Seaway RWY 4W/22W – Phase I – Rehabilitate Seaway – Phase IB – Harry P. Williams Memorial Airport.

**BE IT RESOLVED**, that Paul P. Naquin, Jr., 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 an Agreement with the State of Louisiana, Department of Transportation and Development relative to State Project No. H.010166 A.I.P. NO. 3-22-0044-015-2013 Rehabilitate Seaway RWY 4W/22W – Phase I – Rehabilitate Seaway – Phase IB - Harry P. Williams Memorial Airport, with said Agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g Albert Foulcard

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g Lisa C. Morgan

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

**RESOLUTION**

**ANNUAL CERTIFICATION OF COMPLIANCE  
WITH STATE OF LOUISIANA OFF SYSTEM  
BRIDGE REPLACEMENT PROGRAM.**

**WHEREAS**, the Code of Federal Regulations as enacted by the United States Congress mandates that all structures defined as safe load capacity and posted in accordance with the National Bridge Inspection Standards and that an inventory of these bridges be maintained by each State; and

**WHEREAS**, the responsibility to inspect, rate and load post those bridges under the authority of St. Mary Parish in accordance with those Standards is delegated by the Louisiana Department of Transportation and Development to St. Mary Parish.

**THEREFORE, BE IT RESOLVED**, by the governing authority of St. Mary Parish (herein referred to as the parish) that the Parish in regular meeting assembled does hereby certify to the Louisiana Department of Transportation and Development (herein referred to as the DOTD) that for the period 1 October 2012 through 30 September 2013:

1. The Parish has performed all interim inspections on all Parish owned or maintained bridges in accordance with the National Bridge Inspection Standards.
2. All bridges owned or maintained by the Parish have been structurally analyzed and rated by the Parish as to the safe load capacity in accordance with AASHTO Manual for Maintenance Inspection of Bridges. The load posting information that has been determined by the LA DOTD for all bridges where the maximum legal load under Louisiana State law exceeds the load permitted under the operating rating as determined above has been critically reviewed by the Parish. Load posting information has been updated by the Parish to reflect all structural changes, any obsolete structural ratings or any missing structural ratings.

3. All Parish owned or maintained bridges which require load posting or closing are load posted or closed in accordance with the table in the DOTD Engineering Directives and Standards Manual Directive No. 1.1.1.8. All DOTD supplied load posting information concerning a bridge has been critically reviewed by the Parish Engineer prior to load posting.
4. All bridges owned or maintained by the Parish are shown on the attached list in format specified by the DOTD. Corrections to data supplied to the Parish by the LA DOTD are noted.

**BE IT FURTHER RESOLVED**, that these stipulations are prerequisites to participation by the Parish in the Off-System Bridge Replacement Program.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g Albert Foulcard

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g Lisa C. Morgan

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

#### **RESOLUTION**

A resolution authorizing Paul P. Naquin, Jr., the President of the Parish of St. Mary to execute a Contract with the Louisiana Department of Wildlife and Fisheries relative to the "Bear Conflict Management Program" July 1, 2013 – June 30, 2014.

**BE IT RESOLVED**, that Paul P. Naquin, Jr., President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a Contract with the Louisiana Department of Wildlife and Fisheries, relative to the "Bear Conflict Management Program" July 1, 2013 – June 30, 2014, 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 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g Albert Foulcard

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g Lisa C. Morgan

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

**RESOLUTION**

A resolution authorizing the President of St. Mary Parish to execute a Cancellation of Lease of Franklin Armory Property on Hailfeigh Street with the Military Department, State of Louisiana, the City of Franklin and St. Mary Parish Government.

**BE IT RESOLVED**, that the President of the Parish of St. Mary, be and he is hereby authorized and directed, for and on behalf of the Parish Council, to execute a Cancellation of Lease of Franklin Armory Property on Hailfeigh Street with the Military Department, State of Louisiana, the City of Franklin and St. Mary Parish Government, with said lease to contain such terms, conditions and stipulations as he may best fit, he being fully authorized in the premises.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g Albert Foulcard

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g Lisa C. Morgan

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

**RESOLUTION**

**WHEREAS**, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

**WHEREAS**, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

**WHEREAS**, the *St. Mary Parish Government* hereinafter referred to as "Sponsor," has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Harry P. Williams Memorial Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

**WHEREAS**, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

**NOW, THEREFORE, BE IT RESOLVED:**

**SECTION I**

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to complete the airport improvements at the Harry P. Williams Memorial Airport specifically as described in the Capital Improvement Program Application for State Financial Assistance dated October 9, 2013.

**SECTION II**

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport after completion of said improvement.

**SECTION III**

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

**SECTION IV**

That the Parish President of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature at the place provided therefore on this resolution and on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana and the Clerk is hereby authorized to attest said execution.

**SECTION V**

That this resolution shall be in full force and effect from and after its adoption.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g Albert Foulcard

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g Lisa C. Morgan

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

## **RESOLUTION**

**WHEREAS**, Title 2 of the Louisiana Revised Statutes of 1950 provides that cities, towns, parishes, and other political subdivisions of this State may separately or jointly acquire, establish, construct, expand, own, lease, control, equip, improve, maintain, operate, regulate, and police airports and landing fields for the use of aircraft; and,

**WHEREAS**, the State of Louisiana, Department of Transportation and Development, Division of Aviation (formerly the LA DOTD-OAPT) is charged by Title 2 with the responsibility for the development of aviation facilities within the State to foster air commerce and to safeguard the interests of those engaged in all phases of the aviation industry and of the general public; and,

**WHEREAS**, the St. Mary Parish Government hereinafter referred to as “Sponsor”, has completed an FAA and DOTD approved Master Plan, Action Plan, and/or Airport Layout Plan which outlines the specific future development of the Harry P. Williams Memorial Airport; and, the Sponsor is desirous of implementing a portion of the approved Plan recommendations which provide for the critically needed improvements as stated below to substantially improve the safety and usability of the Airport, but does not have sufficient funds of its own required for completing the needed improvements; and,

**WHEREAS**, the Sponsor has need of replacing PAPIs with dual single channel PAPIs and paint the Beacon and Tower; and,

**WHEREAS**, the LA DOTD, Division of Aviation is authorized by Title 2 to expend funds for the construction or enlargement of airports for the safety and advancement of aeronautics;

**NOW, THEREFORE, BE IT RESOLVED:**

### SECTION I

That the Sponsor does hereby formally request that the LA DOTD, Division of Aviation provide funds required to replace the PAPIs with dual single channel PAPIs and paint the Beacon and Tower at the Harry P. Williams Memorial Airport;

### SECTION II

That the said LA DOTD, Division of Aviation be and is hereby assured that all necessary servitudes, rights-of-way, rights of ingress and egress and means thereof will be furnished by the Sponsor and the titles thereto will be valid and indefeasible, and that the Sponsor will assume ownership, financial reporting, and complete responsibility for the maintenance and upkeep of the airport improvements after completion of said improvement.

### SECTION III

That the Sponsor will save and hold the said LA DOTD, Division of Aviation, its officers, agents, and employees harmless from any liability or claim for damages arising out of the project, including death or injuries to third parties including, but not limited to, liability or claim for damages out of the negligence of said LA DOTD, Division of Aviation, its officers, agents, or employees, and expressly agrees to defend any suit of any nature brought against the LA DOTD, Division of Aviation as a result of this project.

### SECTION IV

That the Parish President of the Sponsor be and is hereby authorized and directed to evidence this agreement by affixing his signature on subsequent related documents/agreements as required by the rules and regulations of the Federal Aviation Administration and the State of Louisiana.

### SECTION V

That this resolution shall be in full force and effect from and after its adoption.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g Albert Foulcard

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g Lisa C. Morgan

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

**RESOLUTION**

A resolution authorizing Paul P. Naquin, Jr., the President to execute an Agreement with LA Contracting Enterprise, LLC relative to Roadway and Drainage Improvements to Labau Street, Jolivette Street, Ninth Street and Tenth Street located within the Town of Baldwin.

**BE IT RESOLVED**, that Paul P. Naquin, Jr., 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 an Agreement with LA Contracting Enterprise, LLC, P. O. Box 5178, Thibodaux, LA 70302, relative to Roadway and Drainage Improvements to Labau Street, Jolivette Street, Ninth Street and Tenth Street located within the Town of Baldwin, 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 9<sup>th</sup> day of October 2013.

**APPROVED:**

s/g Albert Foulcard

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**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

s/g Lisa C. Morgan

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

**RESOLUTION**

A resolution authorizing Paul P. Naquin, Jr., the President of St. Mary Parish to execute an Agreement with St. Mary Chapter #4435 of AARP, Inc. relative to the operation and maintenance of the St. Mary Senior Center.

**BE IT RESOLVED**, that Paul P. Naquin, Jr., 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 an Agreement with St. Mary Chapter #4435 of AARP, Inc. relative to the operation and maintenance of the St. Mary Senior Center, with said Agreement to contain such terms, conditions and stipulations as he may best see fit, he being fully authorized in the premises.

**ADOPTED AND APPROVED** by the St. Mary Parish Council in regular session convened on this the 9<sup>th</sup> day of October 2013.

**APPROVED:**

**s/g Albert Foulcard**

**ALBERT FOULCARD, CHAIRMAN  
ST. MARY PARISH COUNCIL**

**ATTEST:**

**s/g Lisa C. Morgan**

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

**OLD BUSINESS:**

A. Nominations to the St. Mary Levee District:

District III

Mr. Hanagriff stated that he is currently working on obtaining names for nominations to the St. Mary Levee District.

B. Referred from the August 14, 2013 Regular Meeting – Appointment to the following Boards and Commissions:

**Fire Protection District No. 3 (Amelia Area) –2 Vacancies**

James S. Butcher – Present Member                      Joseph Foret – Present Member

Mr. Fryou moved that James S. Butcher and Joseph Foret be reappointed to Fire Protection District No. 3 Board of Commissioners. Mr. Voisin seconded the motion, which carried.

C. Mr. Lars Levy has submitted an application for consideration of appointment to the South Central Louisiana Human Services Authority (SCLHSA).

Mr. Voisin moved that Lars Levy be appointed to the South Central Louisiana Human Services Authority. Mr. Fryou seconded the motion, which carried.

**NEW BUSINESS:**

- A. Mr. Bierhorst and Mr. Hidalgo to request an allocation of \$10,000 from Wards 5 & 8 3/10% Sales Tax Fund to Wax Lake East Drainage District to purchase an Equipment Trailer.

Mr. Bierhorst moved that funds in the amount of \$10,000 be allocated from Wards 5 & 8 3/10% Sales Tax Fund to Wax Lake East Drainage District to purchase an Equipment Trailer. Mr. Hidalgo seconded the motion which carried.

- B. Mr. Hanagriff and Mr. Hidalgo to request an allocation of \$15,000 from Wards 1, 2, 3, 4, 7 & 10 3/10% Sales Tax Fund to Recreation District No. 7 for Insurance and Operations.

Mr. Hanagriff moved that funds in the amount of \$15,000 be allocated from Wards 1, 2, 3, 4, 7 & 10 3/10% Sales Tax Fund to Recreation District No. 7 for Insurance and Operations. Mr. Hidalgo seconded the motion, which carried.

- C. Leroy Curtis Willis, Chairman/Interim Director and Wilmer Lee, Assistant Director of Save Our Children Mentoring Program writes they are seeking funding in the amount of \$25,000 to be allocated from the 2014 budget to enhance programs offered to juveniles in St. Mary Parish, provide training, educational experience, academic field trips, materials and supplies. We thank the Council for the support previously contributed to Save Our Children Mentoring Program, as we look forward to this year's contribution.

Mr. Voisin requested that Item C be referred to the Advisory Budget/Finance Committee.

- D. Bonita Peltier, Executive Director of St. Mary Center of Hope/Arc of St. Mary writes we are sending you this letter in reference to a \$10,000.00 allocation request. This request is for the 2014 Budget Year. We are requesting this allocation to compensate the revenue loss from Medicaid. We appreciate the past support that we have received from you and hope that this support will continue.

Mr. Voisin requested that Item D be referred to the Advisory Budget/Finance Committee.

- E. Appointments to the following Boards and Commissions:  
**Recreation District No. 3 – 1 Vacancy**

Brian L. Head

Calvin Johnson

Mr. Hidalgo moved that Calvin Johnson be appointed to Recreation District No. 3 Board of Commissioners. Mr. Hanagriff seconded the motion, which carried.

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

s/g Lisa C. Morgan

s/g Albert Foulcard

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Lisa C. Morgan, Clerk

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Albert Foulcard, Chairman