

The Jackson Parish Police Jury met in regular session on Tuesday, October 15, 2019 at 5:30 PM in the Dr. Charles H. Garrett Community Center, 182 Industrial Drive, Jonesboro, Louisiana. Members Present: Mr. Todd Culpepper, Mr. Eddie Langston, Ms. Amy Magee, Mr. John McCarty, Ms. Niki Cowans, Ms. Regina Rowe, and Mr. Lynn Treadway. Absent: none. Also present: Darrell Avery, Assistant District Attorney.

The meeting was called to order by the President, Mr. McCarty. Mr. Treadway gave the invocation and Ms. Magee led in the recitation of the Pledge of Allegiance.

The President opened the floor for public comments.

Ms. Linda Devine gave a special thank you to the parish road grader and asked the Jury to review the list of parish roads.

The President moved to the approval of minutes.

Motion Mr. Treadway, seconded Ms. Magee to adopt the minutes of the September 9th and October 7th Jury Meetings, monthly purchase orders, and the payment of all bills. Motion carried.

The President called for monthly management reports.

The Secretary-Treasurer presented the Road Department report noting that \$12,844.11 had been spent on emergency call-outs during the month.

Motion Ms. Rowe, seconded Mr. Culpepper to accept the September 2019 emergency/off-schedule report. Motion carried.

Mr. Robin Sessions, Solid Waste Department Superintendent, presented the September 2019 Solid Waste Report. Mr. Langston gave positive feedback on how quickly the Solid Waste crews had their trucks on the road and at their sites each morning.

The September OEP Report was available for review.

Ms. Gina Thomas, Secretary-Treasurer, presented the September 2019 Financial Report highlighting the actual vs. budget comparisons for all funds. She gave a report on required policies that needed to be adopted by year-end and announced that employee Sexual Harassment Training would be held on October 16<sup>th</sup>.

Mr. Bubba Anderson, Maintenance Supervisor presented the September 2019 Maintenance Report giving details on progress made with the project to replace the courthouse boiler and pumps system.

With the completion of Management Reports, the President moved to Other Business.

Mr. Paul Riley, Parish Engineer with Riley Co. of Louisiana, presented the September 2019 Engineering Report.

Motion Ms. Rowe, seconded Mr. Culpepper to authorize the purchase of 2 acres of land for the Walker Road bin site at the appraised value of \$11,000. Motion carried.

Motion Mr. Treadway, seconded Ms. Magee to hire the Riley Co. for design services for the Walker Road Bin Site project. Motion carried.

Motion Ms. Rowe, seconded Mr. Culpepper to authorize the Riley Co. and Darrell Avery to negotiate the acquisition of drainage servitudes at the appraised value for the Hospital Drainage Project. Motion carried.

Motion Mr. Treadway, seconded Ms. Rowe to authorize advertisement for bids for the Chatham Library Parking Lot Project. Motion carried.

Motion Mr. Treadway, seconded Ms. Magee to hire the Riley Co. for the 2020 Road Program. Motion carried.

Motion Mr. Culpepper, seconded Ms. Rowe to approve the annual bridge certification and authorize the President to sign the "Official Listing of Off-System Bridges" for 2019.

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 bridges located on all public roads shall be inspected, rated for 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 these bridges under the authority of Jackson Parish in accordance with those Standards is delegated by Louisiana Department of Transportation and Development to Jackson Parish,

**THEREFORE, BE IT RESOLVED** by the governing authority of Jackson 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 a period October 1, 2018 through September 30, 2019 :

The Parish has performed all interim inspections on all Parish owned or maintained bridges in accordance with the National Bridge Inspection Standards.

All bridges owned and 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. Load Posting information has been updated by the Parish to reflect all structural changes, any obsolete structural ratings or any missing structural ratings.

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 Standard 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.

All bridges owned or maintained by the Parish are shown on the attached list in the format specified by the DOTD. Corrections to data supplied to the Parish by the LA DOTD are noted.

Roll Call Vote:

District 1: Yea      District 2: Yea      District 3: Yea      District 4: Yea

District 5: Yea      District 6: Yea      District 7: Yea

Yeas:                7

Nays: 0  
Absent: 0  
Abstaining: 0

Motion carried.

Motion Mr. Culpepper, seconded Ms. Rowe to adopt the Parish Transportation Fund Certification for 2019.

PARISH TRANSPORTATION FUND CERTIFICATION

The Jackson Parish Police Jury hereby certifies that the funds made available under the Parish Transportation Fund, for the year 2019, have been expended in accordance with the standards established by law. The Jackson Parish Police Jury has adopted a system of road administration which requires the approval of the governing body for expenditures, the development of a capital improvement program on a selective basis, centralized purchasing of equipment and supplies, centralized accounting, a construction program based on engineering plans and specifications, and a selective maintenance program.

District 1: Yea      District 2: Yea      District 3: Yea      District 4: Yea  
District 5: Yea      District 6: Yea      District 7: Yea

Yeas: 7  
Nays: 0  
Absent: 0  
Abstaining: 0

Motion carried.

Motion Ms. Rowe, seconded Mr. Culpepper to adopt the Public Comments policy with a change that the time allowed for public comments reflect two (2) minutes. Motion carried.

The following ordinance granting franchise rights to Atmos Energy Corporation was presented.

**ORDINANCE NO. 02-1014-2019**

**ORDINANCE OF THE PARISH OF JACKSON, LOUISIANA, GRANTING TO ATMOS ENERGY CORPORATION (A TEXAS AND VIRGINIA CORPORATION WITH ITS PRINCIPAL OFFICE IN THE CITY OF DALLAS, DALLAS COUNTY, TEXAS) AND ITS SUCCESSORS AND ASSIGNS THE FRANCHISE AND RIGHTS TO CONDUCT IN SUCH PARISH THE BUSINESS OF ACQUIRING, MAINTAINING, CONSTRUCTING, LAYING, REPAIRING, REMOVING, REPLACING, INSTALLING, OPERATING, AND DISPOSING OF A GAS SYSTEM FOR THE SALE, TRANSPORTATION, AND DISTRIBUTION OF NATURAL GAS WITHIN AND BEYOND THE BOUNDARIES OF THE PARISH AND TO THE RESIDENTS AND BUSINESSES LOCATED THEREIN FOR LIGHT, HEAT, POWER, AND ANY OTHER PURPOSES AND THE RIGHT TO USE THE PRESENT AND FUTURE STREETS, ROADS, HIGHWAYS, ALLEYS, BRIDGES, PUBLIC WAYS, AND IMMOVABLE PROPERTY IN SUCH PARISH BUT NOT WITHIN THE LIMITS OF ANY MUNICIPALITY OR OWNED OR CONTROLLED BY SUCH PARISH FOR SUCH PURPOSES; PRESCRIBING THE TERMS AND CONDITIONS TO WHICH SUCH FRANCHISE AND RIGHTS ARE SUBJECT; AND PRESCRIBING THE TERM OF SUCH FRANCHISE AND RIGHTS.**

BE IT ORDAINED by the Police Jury of the PARISH of JACKSON, LOUISIANA (hereinafter referred to as the "Parish") that, subject to the terms and conditions hereinafter set forth, ATMOS ENERGY CORPORATION, a Texas and Virginia corporation with its principal office in the City of Dallas, Dallas County, Texas (hereinafter referred to as "Atmos"), be, and hereby is, granted the non-exclusive franchise and rights to conduct in the Parish the business

of acquiring (by purchase, lease, or otherwise), maintaining, constructing, laying, repairing, removing, replacing, installing, operating, and disposing of (by sale, lease, or otherwise) a Gas System, as hereinafter defined, for the sale, transportation, and distribution of natural gas within and beyond the boundaries of the Parish and to the residents and business located therein for light, heat, power, and any other purpose during the term set forth below. Such franchise and rights shall include, but not be limited to, the right to use the Public Roads, as hereinafter defined for purposes of maintaining, constructing, laying, repairing, removing, replacing, installing, and operating any and all components of the Gas System, together with access, at all times and from time to time, to such Public Roads during the term hereof, subject, however, to receipt of the written consent of the Parish Road Superintendent or Parish Engineer with respect to any of the Public Roads constituting parish highways.

ARTICLE I  
DEFINITIONS

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Section 1.1. Gas System. The term “Gas System” shall mean any and all pipelines, as hereinafter defined, regulators, meters, valves, compressors, anti-corrosion items, facilities, structures, machinery, equipment, and appurtenances of any kind that Atmos, in its sole discretion, may deem necessary or advisable for the exercise of the franchise and rights granted to Atmos herein.

Section 1.2. Pipelines. The term “Pipelines” shall mean any and all above-ground and below-ground pipes, including but not limited to, mains, distribution lines, secondary lines, laterals, and other pipes, that have been, are being, or are intended to be used at any time in, or in connection with, the sale, transportation, or distribution of natural gas within and beyond the Parish limits.

Section 1.3. Public Roads. The term “Public Roads” shall mean the present and future streets, roads, highways, alleys, bridges, public ways and places, and other immovable property in the Parish but not within the limits of any municipality or otherwise owned or controlled by the Parish.

ARTICLE II  
TERM

Section 2.1. Term. The term of the franchise and rights hereby granted to Atmos shall be for a period of ten (10) years, commencing on the later of (i) ten (10) days after the date of publication of this Ordinance in accordance with law or (ii) the expiration of the franchise held by Atmos immediately preceding this franchise.

ARTICLE III  
GRANT OF SPECIFIC RIGHTS TO ATMOS

In addition to the franchise and rights granted herein to Atmos, the Parish acknowledges that Atmos has, and hereby grants to Atmos, the following rights and powers:

Section 3.1. Adoption of Rules. From time to time during the term hereof, Atmos may, subject to any and all valid and applicable statutes, ordinances, rules, and regulations of any federal or state governmental authority or agency, make and enforce reasonable rules pertaining to Atmos’ business and operations, including, but not limited to, requiring payment on or before a specified day each month for all services furnished during the preceding month with the right to disconnect and discontinue service to delinquents.

Section 3.4. Right of Use. Atmos is hereby specifically granted a right of use on all Public Roads for purposes of maintaining, constructing, laying, repairing, replacing, installing, and operating any and all components of the Gas System, together with access, at all times and from time to time, to such Public Roads during the term hereof, subject, however, to receipt of the written consent of the Parish Road Superintendent or Parish Engineer with

respect to any of the Public Roads constituting parish highways, and with respect to the location and depth of placement of the Gas System within the rights-of-way of parish highways.

ARTICLE IV  
OBLIGATIONS OF ATMOS

Section 4.1. No Obstruction of Public Property. Atmos shall not unnecessarily or for any unreasonable period of time obstruct or interfere with the public use of any of the Public Roads.

Section 4.2. Repair of Damages. Atmos shall repair any and all damages caused solely by Atmos to any of the Public Roads and shall restore, as nearly as practicable, such property to substantially its condition immediately prior to the incident causing such damage. Atmos shall commence such repairs immediately upon completion of the work or activity in which Atmos was involved at the time the damage occurred and shall complete such repairs as promptly as possible.

Section 4.3. Conduct of Work and Activities. Atmos shall use reasonable care in conducting its work and activities in order to prevent injury to any person and unnecessary damage to any immovable or personal property. All work performed on a parish highway shall also be done in a manner consistent with the requirements of the laws pertaining to public highways.

Section 4.4. Indemnification. To the fullest extent allowed by law, Atmos shall defend, indemnify and hold harmless Parish and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the works of the Gas System, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of Atmos, and/or any subcontractor of Atmos Energy, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

ARTICLE V  
GENERAL PROVISIONS

Section 5.1. Force Majeure. Notwithstanding anything expressly or impliedly to the contrary contained herein, in the event Atmos is prevented, wholly or partially, from complying with any obligation or undertaking contained herein by reason of any event of force majeure, then, while so prevented, compliance with such obligations or undertakings shall be suspended. The term "force majeure," as used herein, shall mean any cause not reasonably within Atmos' control and includes, but is not limited to, acts of God, strikes, lock-outs, wars, terrorism, riots, orders or decrees of any lawfully constituted federal, state, or local body, contagions or contaminations hazardous to human life or health, fires, storms, floods, wash-outs, explosions, breakages or accidents to machinery or lines of pipe, inability to obtain or the delay in obtaining rights-of-way, materials, supplies, or labor permits, temporary failures of gas supply, or necessary repair, maintenance, or replacement of facilities used in the performance of the obligations contained in this Ordinance.

Section 5.2. Amendments. This Ordinance and the franchise and rights granted herein may be amended only by written agreement of the Parish and Atmos to such amendment.

Section 5.3. Repeal of Conflicting Ordinances. All other ordinances of the Parish or portions thereof that are in conflict or inconsistent with any of the terms or provisions of this Ordinance are hereby repealed to the extent of such conflict or inconsistency.

Section 5.4. Severability. In the event any part of this Ordinance is determined to be invalid or illegal for any reason whatsoever, such invalidity or illegality shall not affect the validity or legality of this Ordinance as a whole or of any parts hereof.

Section 5.5. Binding Effect. This Ordinance shall extend to, be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

Section 5.6. Section and Other Headings. The section and other headings contained in this Ordinance are for reference purposes only and shall not affect in any way the meaning or interpretation of this Ordinance.

The foregoing ordinance was introduced for consideration on the 9<sup>th</sup> day of September, 20 19 by Juror Culpepper, seconded by Juror Rowe.

The foregoing ordinance was offered on the 14<sup>th</sup> day of October, 20 19 by Juror Culpepper, who moved for its adoption and which motion was seconded by Juror Rowe. The ordinance having been so offered was submitted to a vote as a whole and adopted by the Police Jury of Jackson Parish, Louisiana by the following vote:

District 1 – Yea, District 2 – Yea, District 3 – Yea, District 4 – Yea, District 5 – Yea, District 6 – Yea, District 7 – Yea

Yeas: 7 Nays: 0 Absent: 0 Abstaining: 0

The foregoing ordinance was then declared adopted and was approved and signed by the President of the Police Jury on the 14<sup>th</sup> day of October, 20 19 and ordered published.

ATTEST: PARISH OF JACKSON, LOUISIANA

By: /s/ Gina M. Thomas  
Gina M. Thomas  
Secretary-Treasurer, Police Jury

By: /s/ John McCarty  
John McCarty  
President, Police Jury

The following resolution in support of Kisatchie-Delta Regional Planning & Development District, in conjunction with the Rapides Area Planning Commission for Watershed Region 2 was presented.

Louisiana Watershed Initiative  
Resolution No. 01-1014-2019

**RESOLUTION**  
Supporting Regional Capacity Building  
in Louisiana Watershed Initiative  
Provisional Watershed Region 2

On motion of Mr. Culpepper, seconded by Ms. Rowe, the following resolution was offered:

A resolution approving an agreement with Kisatchie-Delta Regional Planning & Development District, in conjunction with the Rapides Area Planning Commission for the purpose of applying for grant funding and acting in support of watershed region management activities and in conjunction with the State of Louisiana Watershed Initiative.

**WHEREAS**, the Louisiana Watershed Initiative was formed in order to coordinate statewide floodplain management efforts through a watershed management approach in response to the 2016 Great Floods and in preparation for future storm and flood events. This coordination includes outreach with local communities to build support for watershed region management approaches that can more effectively address mounting water risks statewide and to build capacity for technical resources to support such; and

**WHEREAS**, coordination among the Jackson Parish Police Jury and its regional partners is critical to reducing flood risk and preserving the health, safety, and welfare of the residents of Jackson Parish; and

**WHEREAS**, the Jackson Parish Police Jury is in agreement with Kisatchie-Delta Regional Planning & Development District, working in conjunction with the Rapides Area Planning Commission, for the purpose of applying for grant funding and acting in support of watershed region management activities and in conjunction with the State of Louisiana Watershed Initiative for HUC8 Provisional Watershed Area 2, and in furtherance of collaboration and cooperation amongst the parishes and communities of said area.

**NOW THEREFORE, BE IT RESOLVED** that the Jackson Parish Police Jury approves Kisatchie-Delta Regional Planning & Development District, working in conjunction with the Rapides Area Planning Commission, for the purpose of applying for grant funding and acting in support of activities and in conjunction with the State of Louisiana Watershed Initiative for HUC8 Provisional Watershed Area 2.

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

**YEAS:**            **7**  
**NAYS:**            **0**  
**ABSENT:**         **0**

The resolution was declared to be adopted on this October 14, 2019.

Mr. Matt Johnson from the Kisatchie-Delta Regional Planning & Development District thanked the Police Jury for their support.

The following resolution in support of Ouachita Parish Police Jury for Watershed Region 3 was presented.

Louisiana Watershed Initiative  
Resolution No. 02-1014-2019

**RESOLUTION**  
Supporting Regional Capacity Building  
in Louisiana Watershed Initiative  
Provisional Watershed Region 3

On motion of Mr. Culpepper, seconded by Ms. Rowe, the following resolution was offered:

A resolution approving an agreement with Ouachita Parish Police Jury for the purpose of applying for grant funding and acting in support of watershed region management activities and in conjunction with the State of Louisiana Watershed Initiative.

**WHEREAS**, the Louisiana Watershed Initiative was formed in order to coordinate statewide floodplain management efforts through a watershed management approach in response to the 2016 Great Floods and in preparation for future storm and flood events. This coordination includes outreach with local communities to build support for watershed region management approaches that can more effectively address mounting water risks statewide; and

**WHEREAS**, coordination among the Jackson Parish Police Jury and its regional partners is critical to reducing flood risk and preserving the health, safety, and welfare of the residents of Jackson Parish; and

**WHEREAS**, the Louisiana Watershed Initiative has requested applications for participation in a Regional Capacity Building Grant Program, which may enable the provision of technical assistance to the Jackson

**Parish Police Jury** \_\_\_\_\_ and its regional partners if awarded, thereby furthering immediate watershed management and flood risk reduction goals.

**NOW THEREFORE, BE IT RESOLVED** that the agreement between \_\_\_\_\_ **the Jackson Parish Police Jury** and **Ouachita Parish Police Jury** for the purpose of applying for grant funding and acting in support of watershed region management activities and in conjunction with the State of Louisiana Watershed Initiative is hereby approved.

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

**YEAS:           7**  
**NAYS:           0**  
**ABSENT:       0**

The resolution was declared to be adopted on this October 14, 2019.

Motion Mr. Culpepper, seconded Ms. Magee to approve the following Jackson Parish Board re-appointments.

- Re-appoint Mr. Ralph Lafitte to the Hodge Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. Hal Mims to the Hodge Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. Berry Dodson to the Jonesboro Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Ms. Conchita Malone-Doyle to the Jonesboro Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. James Fitzpatrick to the Heritage Museum Board for a three-year term effective 10/14/2019 through 10/14/2022.
- Re-appoint Ms. Kelly Anderson to the Quitman Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. Joel Burnum to the Quitman Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. James “Jim” Justice to the Quitman Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. John Kavanaugh to the Quitman Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. Dwight Cooper to the District 3 Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. Freddy Tolar to the District 3 Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Ms. Margaret Waggoner to the District 3 Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. Kent Hightower to the District 4 Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.
- Re-appoint Mr. Scotty Nunn to the District 4 Fire Protection District Board for a two-year term effective 10/14/2019 through 10/14/2021.

Motion carried.

Motion Mr. Culpepper, seconded Ms. Cowans to award Price Beville Smith Inc. the contract to clear timber and perform grinding and cleanup on Pardue Loop Road property. It was discussed that this was for the debris that had been collected during and after the May 2019 tornado storms. Motion carried.



Being no further business or announcements, the President opened the floor for Juror comments. Mr. Langston gave a special thank you to Mr. Danny Peel for his years of service on the District 3 Fire Protection District Board.

Motion Mr. Langston, seconded Mr. Culpepper to adjourn. Motion carried.