

MARCH 20, 2007
RACELAND, LOUISIANA

STATE OF LOUISIANA
PARISH LAFOURCHE

A SPECIAL MEETING OF THE LAFOURCHE PARISH COUNCIL, PARISH OF LAFOURCHE, STATE OF LOUISIANA, WAS SCHEDULED FOR TUESDAY, MARCH 20, 2007, AT 5:00 P.M., AT THE LAFOURCHE PARISH COUNCIL BARRIOS CENTER, 1612, HWY. 182, SUITE 100, RACELAND, LOUISIANA.

The Lafourche Parish Council was duly convened as the governing authority of said Parish by Dr. Tommy Lasseigne, Chairman, who then stated that the Lafourche Parish Council was ready for the transaction of business at 5:01 p.m.

Chairman Lasseigne announced that the invocation would be led by Mr. Michael Matherne. The Council then recited the Pledge of Allegiance led by Mr. Tyrone Williams. Proceedings of the meeting were called to order with the following:

PRESENT: Mr. Michael Delatte Mr. Michael Matherne
Mr. Lindel Toups Mr. Phillip Gouaux
Dr. Tommy Lasseigne, Chairman
Mr. Daniel Lorraine, Vice-Chair
Mr. Mark Atzenhoffer
Mr. Brent Callais (*left meeting, time not recorded*)
Mr. Tyrone Williams (*arrived at 5:18 p.m.*)
Mrs. Charlotte Randolph, Parish President (*arrived at 5:56 p.m.*)

ABSENT: None

PUBLIC WISHING TO ADDRESS THE COUNCIL

The first item on the agenda (A) was the public wishing to address the Council. No one from the public wished to address the Council.

DISCUSSIONS

The next item (1) on the agenda was a discussion regarding matters related to water inflatable protection devices. *Per the request of Councilman Mr. Mark Atzenhoffer the discussions held regarding the water inflatable protection devices are hereby transcribed verbatim.*

Mr. Mark Atzenhoffer: I believe that the Council had offered a resolution for a counter proposal. I think if we start the conversatoin with whether that was accepted or not would be a logical place to start. And I yeild some time to the District Attorney if he wishes to address us first.

Chairman Lasseigne Mr. Morvant. Yeah, but you gotta speak in the mic.

Mr. Camille A. Morvant, II No problem. Uh, I'm glad that we have the special meeting tonight, uh, its on the agenda to, to discuss the inflatable uh, bladders, tubes. Mr. Bobby Raymond who represents U.S. Flood Control is here, this is uh, Mr. Raymond, right here. He wants to spend a few minutes uh discussing some issues with you. What, what I would suggest that, that we do tonight that obviously if you have any questions for Mr. Raymond now, nows the time to go ahead and discuss that. I don't believe that we are

going to or should make any real decisions tonight. I know uh there was call about doing some resolutions. I would prefer that maybe we wait til Tuesday and you can go ahead and try to get that if you can if its not to late to get that on the agenda Mark, if you don't mind. I think it'll just be a lot better that, that we noticing everybody, the public, of what, what's gonna be done. So Mr. Raymond is gonna come and address you and give you some uh, you know what their position is both legally and factually on, on, uh the, what we dealing with right now. And again its an opportunity for some of you cause I know four of you have already had an opportunity to have a meeting and some of you have not to ask the questions that you wanna ask. Okay.

Mr. Bobby Raymond:

Thank you Mr. Morvant. Uh, gentlemen of the Council my name is Bobby Raymond. I represent U.S. Flood Control and Paul Vickers. Mr. Vickers is seated right over here to your right and he's joined by his general counsel, uh, uh, Mr., Mr. Randall "Vandamossler" (*phonetically spelled*) and his in-house attorney Chris "Time" (*phonetically spelled*). All three of those gentlemen flew in yesterday from Canada to, to be here with us today. Um, uh, Mr. Morvant and I actually share something in common, we both represent governmental bodies. I also represent the St. Charles Parish Government and its Council and, uh, Cam and I always share war stories from time to time. In any event, uh, that experience and that representatin had afforded me uh, much experience and exposure to FEMA and its, its convulded network of rules and regulations and so on and so forth. Um, many of which you all are also intimately involved with. I wanna bring you back in time to September of 2005, uh, the area had just been, you know, really hit hard, devastated. In fact by, by the nationa-, nation's single largest uh public uh, or um, national disaster, that being Hurricane Katrina. Now we have Hurricane Rita uh bearing down on the, the coast of Southern Louisiana and Lafourche Parish. And I read a, a part from the project worksheet which is a document prepared by the Administration of Lafourche Parish. It says the southern portion of Lafourche Parish experienced severe flooding caused by Hurricane Rita. This was caused by rainfall that occurred in Lafourche and upstream from Lafourche. Storm surging up the many water ways and bayous in Lafourche also caused high water, compounding this problem is the fact that a levee broke in southern Terrebonne which caused waters to flood into south Lafourche. The high waters persisted several weeks after Hurricane Rita. And I stress that the high water persisted several weeks after Hurricane Rita. What a project worksheet is, is basically the, the invoice or the transmittal letter for the invoices for costs incurred by the Parish to FEMA. This goes along with the, the bill to FEMA to say why FEMA has to reimburse and pay Lafourche Parish for certain obligations and so forth that it has incurred. So here we are Sunday, September 25, Mr. Vickers is actually in St. Bernard Parish uh, deploying numerous uh, water tubes down there. He's working with um, Junior Rodriguez and his group and in fact he's at a meeting with those people and with a FEMA representative when he get's a phone call from the Emergency Preparedness Director for Lafourche Parish, that being Chris Boudreaux. Mr. Boudreaux expresses to Mr. Vickers that, basically what I just read you here. That there's tremendous risk to the Parish, levees are being topped, water is rising and there, there, they can't control it with the sandbags. Um, he knows that Mr. Vickers is in the business of renting tubes and he says, he asks Mr. Vickers um, how many tubes does he have, can you please come over here, can you help us? Paul says I have a trailer with 500 tubes, I have a support vehicle or support trailer with the necessary equipment, the pumps, some other tubes, flash lights, generators, hoses, things of that nature. Chris Boudreaux says bring what you got, come on over. With the assistance of the National Guard, as you all recall the, um, there were a lot of comondering of vehicles and so forth

by, by different entities. With the assistance of the National Guard, uh and some people I believe from St. Charles Parish, Mr. Vickers ended up here in Lafourche Parish with his eighteen wheeler, sixty foot trailer with 500 tubes on board along with a second support trailer full, filled with the necessary equipment to actually deploy and use those tubes. Um, in, in fact the St., the St. Bernard Parish actually supplied the truck driver. And that's how the tubes got here. Uh, when, when they arrived here in Lafourche Parish, uh, Mr. Vickers had the keys to both trailers and he tendered those to Mr. Boudreaux uh, said here's your keys, there's the trailers, they have 500 tubes in one and some other tubes and the necessary equipment in the smaller one. Um, the wind is blowing, the, the, the rain is coming down and so forth and, and they start deploying tubes. In fact Mr. Vickers himself was out there helping the deployment and training the people on how to get these tubes installed. Uh, the, the sheriff I think had deployed some trustees, trustee labor. They were out there doing deployment as well. They worked until it was night, until it was too dark to go any further. Mr. Vickers wanted me to tell you all that one reason they stopped was because an alligator was in the area and I said you from Canada that's not gonna intimidate anybody from around here.

(Not recognizable)

(Inaudible)

Mr. Bobby Raymond

September 25th, this is a Sunday. This is Sunday, September 25th.

Mr. Mark Atzenhoffer

Sunday, September 25th, Mr. Vickers is out there with the alligator (inaudible)

Mr. Bobby Raymond

That's right.

Mr. Mark Atzenhoffer

Okay.

Mr. Bobby Raymond

Okay, alright.

Mr. Toups

You did say that Mr. Chris Boudreaux called Mr. Vickers?

Mr. Bobby Raymond

Actually I think, the, the phone call was made by Chris' brother John, I, I think. I think John knew Mr. Vickers or something like that but, but, I think John was a facilitator and John, you know, Mr. Vickers this is John my brother Chris is with Lafourche Parish and so forth. I think that was how the, how the connection was actually made but, the, the conversation, the meat of the conversation was between Mr. Vickers and Chris Boudreaux. Um, I'm glad you, Mr. Toups, that you asked that question because I probably should have been a little clearer.

Mr. Toups

Right.

Chairman Lasseigne

One, one, wait let's ,cause I mean I don't want to go to far. Some people did have the opportunity to meet with ya'll and some didn't. So we can get it for everybody.

Mr. Raymond Bobby

Sure, okay.

Mr. Brent Callais

Just, just, what time was this? That the truck arrived?

Mr. Raymond Bobby:

The truck arrived um, I wanna say mid afternoon. I think Mr. Vickers told me it arrived around 2:00 o'clock.

Mr. Brent Callais

Okay.

Um, and he had gotten the call earlier in the morning from Chris. Uh, I, I think it was around 2:00. Don't hold me to that, I, I honestly don't have that written down in notes. Um, in any event at this point in time it is Sunday afternoon. You know the, its, the conditions are such that, that as I, as your own Administration said, it's, it's bad. It's, it's bad. The properties at risk, uh, possibly lives are at risk and we are interested in saving, saving the property and the saving, the um, and possibly saving lives. So, deployment of the tubes continues Monday. Uh, all day Monday until it got, until it got dark. And finally on Tuesday, September 27, 2007 Mr. Vickers started the process that he actually should have started on Monday, on Sunday, and that was the administrative end of the job. You know unfortunately Mr. Vickers did not have a contract, you know uh, signed by Lafourche Parish. There was nothing signed. I want to be clear. I don't wanna mislead anybody. But of course, the reason nothing was signed was because of the, the gravity of the situation and the risk that was, was uh on us and they were more interested in you know, protecting the, the public then rather, than getting a piece of paper signed. So anyway, that was Tuesday morning and we're trying to get our business squared away and Mr. Vickers is with uh, Seth Holloway, who I believe was the Risk Manager at that time for this Parish. And Mr. Holloway instructed or requested that Mr. Vickers send the bills to Donna Toups. I think Donna Toups is the secretary or the assistance to Mr. Ray Chermie. Um, as Sandra, I'm sorry, Shannon Chiasson, uh, your finance director was not in the Parish at the time. It's my understand she had evacuated and was not present so for that reason the communications from that point forward concerning these proposals on the tubes went by e-mail and by fax on September 27th from U.S. Flood to um, Donna Toups. I have some copies in fact, if, if you all would like. I have copies of the invoices that were and the proposals that were sent. And if, if I may I'll pass those out to you all right now. So if you turn to the second page, the first page is just, a, a fax cover sheet that was sent to me um, today with these documents. The second page is, is the September 27th, this is Tuesday, September 27th, it's the e-mail from Veronica Fraser of U.S. Flood Control to donnat@lafourchegov.org and you can see it, it has some attachments and it says Good day Donna, nice speaking with you earlier today. Please find attached three individual invoices. One for the 2 week rental (which is actually 15 days-September 23 through October 7 inclusive) and one for the 3 week, 3 week rental (which is actually 22 days-September 23 through October 7-both uh inclusive as well as the purchase invoice for the 500 dams and straps. Please call me if you have any questions. Veronica Fraser, etc. Now I point out that there's, there is a typo, it says September 23rd to October 7th. The final invoices that were sent I believe were corrected September 23rd is before the event. The final invoices were in fact September, commenced on September 25th and that, that was addressed and eventually corrected. In any event, the, the, if you turn to next page you'll see the initial proposal for the 15 day rental of tubes at a per day per tube rental of \$350. It also includes the rental of the pumps and the equipment and the smaller trailer and so forth. The next page, and, and incidentally, the, the, well, if you look at the top its invoice number 9272005. That's also the date of the invoice that which you see down at the bottom. The next page is the 22 day proposal for the same daily rental. It's also dated September 27th. This is giving Lafourche Parish a second option. And finally the third proposal or the third option given to St., to Lafourche Parish is the opportunity of the option to or the option to purchase the tubes. The purchase is for the price of uh, \$1,250 per tube and its, it was an option that was definitely made available to the Parish but that as we understand it because of FEMA's policy uh concerning reimbursement uh, reimbursement issues. We all know FEMA reimburses rental and leases but they don't look as favorable on ren- on reimbursements of sales. The

option to uh, rent or to lease the tubes was the option that was selected and made by Lafourche Parish. Um, that way the citizens and the taxpayers of Lafourche Parish would not have to incur any expense at all as this would be an option or an obligation to be reimbursed by FEMA. Um, as you know the tubes were put out, um, and deployed. There's some question as to how many tubes were put out. It's our position that you rented 500 tubes and we believe that in fact most, if not all of those tubes were in fact put out.

Chairman Lasseigne

Mr. Raymond, Mr. Raymond. Can I ask uh

Mr. Bobby Raymond

Sure.

Chairman Lasseigne

Did anybody from Lafourche Parish Government ever make any acceptance of any of these proposals or anything, I mean was it ever accepted. I mean you say there were first proposal, second proposal and the option to purchase. Did anybody indicate we'll accept Option A, B?

Mr. Bobby Raymond

Well, it, I think when you look at, at the facts in total you'll see that, and I'll get to that point, 30 days after the, 28th or 30 days after the commencement of the rental, which was September 25th, Mr. Cheramie terminates the rental. He, he uh instructs telephonically Mr. um, Mr. Vickers, I believe that this is, this is the end, we don't need the tubes anymore. We're finished. The, the need is over. Um, so, you know obviously there was a start date. That was the September 25th. The tubes are there. I mean, I don't think its, its reasonable to, to think that Mr. Vickers and his company are just going to put out tubes for fun and for free. You know obviously there was some uh, contemplation that they would be uh compensated for these, for these tubes and we tell you and show clearly that on September 27th, two days later you knew and the government knew what the rental rate was and it didn't change. And that we know that terminated on September, um, or 30 days thereafter. Um, um, so, so that brings us to the, to the, close of the rental, rental obligation which is 30 days after it commenced. Um, let me read another part of the FEMA project worksheet, which sh- should also be in your package. It should be the last couple of pages and its, and what's in between that and uh the, the worksheet on the last page of your package has the following language, in part. It says, and this is the verbiage compiled by Lafourche Parish. The Parish rented, the Parish rented, I stress, the Parish rented inflatable temporary levees from U.S. Flood Control and placed them on roughly a two-mile stretch of the Edna Levee in back of Edna Plantation toward the residence of Phillip Plaisance. This section of the Lockport to Larose Levee has been identified as being to short and not uniform in height with, with this being the case the storm surge from Rita started overtopping the levee along the two mile stretch very quickly into the storm. The flooding caused by a levee failure in this area could cause damage to approximately 1,500 to 2,500 homes, numerous businesses, improved public and private property and public facilities. The inflatable temporary levees prevented this additional storm st-, storm damage from occurring in this area. There was high water levels from several weeks after the storm hit necessitating continued use of the temporary inflatable flood control tubes. We didn't write this, U.S. Flood didn't write this but you know what, this is our story and it also is the story of Lafourche Government. And at this point, we believe that the Lafourche Government should reimburse, and incidentally every nickel that F-, that, that this government asked FEMA to reimburse it for was paid. And you all know that, everybody knows that, that FEMA paid Lafourche for the rental of the tubes. As justified by the Lafourche Government's project worksheet.

Chairman Lasseigne	Mr. Raymond?
Mr. Bobby Raymond	Yes sir.
Mr. Toups	I have a question.
Chairman Lasseigne	Mr. Callais first.
Mr. Brent Callais	Who wrote this worksheet?
Mr. Toups	And I got a question too, do you now that it was written April, 2006? Eight months after the storm passed. (Inaudible) to cover myself I'ma write anything down. .
Mr. Brent Callais	You know, cause I think it's a good point. Who, who wrote this worksheet because I mean, I think that's a valid point? Uh, did Chris Boudreaux write it, did , I mean, who, did a FEMA guy write it?
Chairman Lasseigne	Let, let, let.
Shannon Chiasson	All project worksheets for Katrina and Rita were written by FEMA for the Parish.
Mr. Brent Callais	So nobody from the Parish wrote this? Because I disagree with a lot of what they say in here. We all pretty much proved a lot what they're saying in here did not happen so I don't think you know, I was, was just concerned whether or not a Lafourche Parish employee wrote this and I wanted to, because I see it signed Shannon, you have a , you signed, you, you signed it so that's why I didn't know if you wrote it or who actually wrote this. Okay.
Chairman Lasseigne	But regardless who wrote it the information would have come from us. Any, any, that's good for now?
Mr. Brent Callais	I'm good.
Chairman Lasseigne	Mr. Lorraine.
Mr. Daniel Lorraine	Yeah, you, you stated a minute ago and I'm so puzzled it's unbelievable, you said that the contact person was Chris Boudreaux?
Mr. Bobby Raymond	I think what I said, or what I intended to say sir, is that initially, initially, Sunday, September 25 th Chris Boudreaux contacted Mr. Vickers by phone and asked for uh, the, the tubes.
Mr. Daniel Lorraine	On the 25 th which would be? Sunday?
Mr. Bobby Raymond	Right.
Mr. Daniel Lorraine	We've been trying to find out who's, was the contact person. We could never find out. His name came up one time on the radio whether it was by accident or not I don't know, but Mrs. Randolph stated a couple of meetings ago that she did. So it confuses me to see if she said she did it. Now we're hearing Chris did it. I think the things are beginning to come out here. My question is on the 23 rd if I recall right that would be the Friday right, September 23 rd ?
Mr. Bobby Raymond	The 23 rd would be Friday.
Mr. Daniel Lorraine	I think Mrs. Randolph called for a State of Emergency for the whole Parish

and she lifted it Monday at 6:00 p.m.

Chairman Lasseigne

A. M.

Mr. Daniel Lorraine

Uh, a.m., 6:00 a.m. that's a lot early than 6:00 p.m. Correct, thank you Tommy. My question is these bladders was put supposedly the Sunday. The water was receding. People went to Fourchon south of that area. You could go to Fourchon after they cleared the road so that if that water was going off the highway on La. 1 south of that area there was no need to put, there was no danger. And if you look at the pictures that we have the sandbags actually did the job and the bladders were put, when the bladders were put according to these pictures, the water was down about four feet, okay and that's what puzzles me. We can never get people telling us the truth so you don't know who to believe. You get up here and you, you shocking me naming Chris we never could get that, that response before. Somebody had to do it. And then there was no signed contract, right?

Mr. Bobby Raymond:

That's, that's correct.

Mr. Daniel Lorraine

Okay. Okay. But that, that, my point is you call a State of Emergency the Friday, the 20 uh, the 20 uh, 23rd and Monday at 6:00 a.m. it's listed, lifted. You can go to Fourchon probably Monday afternoon or Tuesday and the levee breaking in Houma isn't gonna cause flooding in Lafourche, if that's what I understood.

Mr. Bobby Raymond

That's, that, as I said that information you know was from the worksheet.

Chairman Lasseigne

Okay, let me, let me and then, I'ma let, I'm let Mr. Morvant speak and what he's probably gonna say is we don't need to rehash some of the, the issues. Let me let him speak. Let, let.

Mr. Camille A. Morvant, II

Before we move on too, too far. Um, first of all, for, for Mr. Raymond's benefit, um, this is uh, Shannon Chiasson, Finance Director. Shannon did not evacuate for the storm. She was here and just to let you know that, that she was here. She didn't go anywhere. I don't know if that makes a difference or not but just to let you know. Daniel in reference to your question, um, I think I'd have to go back and look. I got a box of materials that I did send a letter out to the Council that um, the contact was initially made from the understanding that we got by Chris Boudreaux through another party, to Mr. Vickers but he called Mrs. Randolph and Mrs. Randolph gave him the go ahead to do it. But Chris was in the loop. I spoke to Chris maybe 4 or 5 months ago. I was not aware of that either until I did but ya'll should have gotten a letter um, from my office saying that Chris was the one that initiated the contact but did make the phone call to Mrs. Randolph to get permission to have the uh, the bladders delivered to Lafourche. So, I just wanted to make a couple of clarifications before we moved on too much further.

Mr. Bobby Raymond

It's, it's not my intention to, to, you know, give you all bad information. It can only hurt me if I give you bad information and I'm trying to, Mr. Lorraine as you say, trying to get to the truth and that's what I am trying to, to tell you is what we understand was the situation. And in our version we were there, we were involved and you know, I, I was involved quite frankly in St. Charles Parish, doing the emergency response thing there for about 30, 35 days after Hurricane Katrina. So, I wasn't here, um, but I do know that, that the Sheriff was obviously involved. That he was concerned because it was his trustees who deployed the um, the tubes. So. that having been said, um, Lafourche Parish can't keep this money. Lafourche Parish, you know had to do one, one of two things. Either send it back to

the government or pay U.S. Flood in full. Returning the money to FEMA will end up costing the Parish money. It will cost the taxpayers money because believe it or not there's a, there's a, there's a charge associated with returning this money to FEMA. Um, on top of that there is a grant mitigation, hazard mitigation grant of 7 and ½ percent of monies that are spend in the Parish by FEMA that comes back to the Parish. So if you uh, round numbers, 7½ percent of \$5million is \$375,000 or thereabouts. So if you send back the money, if you send back the money you lose out on that grant. And the bottom line is that there's no question that this Parish owes U.S. Flood money. So, if you send it back you may end up having to come out of the taxpayers' pocket, the local taxpayers' pocket to satisfy this obligation. And that's not something any of us are looking to have happen but there is a valid obligation on the part of Lafourche owed to U.S. Flood and we're simply here to ask that this obligation be satisfied. The money is there, the money has been, been there for quite some time. Money had been provided by FEMA at no costs to Lafourche Parish. These bills, these invoices in our opinion show a pattern which establishes a contractual relationship between the parties which obligates Lafourche Parish to U.S. Flood for the amounts that we're asking for.

Chairman Lasseigne

I got a couple of lights. Mr. Matherne.

Mr. Michael Matherne

We had the opportunity to talk earlier in, in um, I have no, no doubt in my mind at all that Lafourche Parish Government owes um, the company you represent something. My concern is the reasonableness of the charge. My concern is that the price is from what I can see, uh, arbitrary. I, I, I don't know how one comes up with, with a \$9,800 a month tube rate when they have competitors which charge a \$1,000 dollars. My, my concern is that the invoice is unreasonable. Um, I, I think the Council in good faith offered um, \$1.2 million dollars. Looking at this a number of ways. But, but to say that, that we owe in excess of \$4 million dollars, I think is unreasonable and, and, and I think a reasonable man would agree with me. I think, I don't know how your, your client prices and I'd liked to know that. How do they, they come up with this price? I'm not so much concerned to hear that everybody is paying it you need to pay it too. I'd like to know how one comes up with, with, with, the charge.

Mr. Bobby Raymond

Well, the, the fact of the matter is that the, the rate, \$350 per tube per day rent or rate is a rate that was established some 4 years ago by U.S. Flood for another community herein Southern Louisiana with the input, with the direct input of the FEMA representative then on site. The rate was negotiated, was established and has been used since then all the way through now. So, I mean, that's how the rate was established. I'm, I'm, not quite sure how to, you know how to, how else to answer that other than to tell you that, that was, that has been the rate historically that U.S. Flood has charged and that was, and more importantly, that's the rate that was shown on the invoices and on the proposals on September 27, 2005, 2 days after the deal was made. And, as far as the competitor charging a different rate, it's; it's, I think you have to compare apples to apples and not apples to oranges. These tubes can be stacked. The competitors, some of the competitors's tubes, and I don't know which ones you're talking about, but some of the tubes can't be stacked. Some of the tubes, to, to gain the same amount of height that the U.S. Flood tubes will allow weigh so much because they're so big that they actually cause the ground to sink. And you know, that's a particular risk here in South Louisiana where we're floating for all intents and purposes. They competitor's tubes might work great in a, in Las Vegas where it's it's , or in California where the ground's hard and solid and so forth but you gotta compare apples to apples and we don't think that, that um, to, to compare our product to the other product is a fair or justifiable comparison. And we'll be happy to

supply data if that's an issue. We can show you appropriate data to that effect.

Chairman Lasseigne Okay. Mr. Atzenhoffer.

Mr. Mark Atzenhoffer This might be a little lengthy Mr. Chairman. The reso-, we, we sent a counter proposal for \$1.2. Is that correct? Have ya'll officially rejected that?

Mr. Bobby Raymond We have not officially rejected it but I, with the permission of my client, I will reject it right now.

Mr. Mark Atzenhoffer Okay. Mr., Mr. Chairman, before we continue I would like for these, this portion of our meeting to be appear verbatim in the minutes. I like to make an official request. Um, okay. (Inaudible) poke too many holes. You said Sunday, the 25th he arrived in the rain, the snow and the wind.

Mr. Bobby Raymond No I didn't say that.

Mr. Toups It didn't snow.

Mr. Atzenhoffer Oh, it didn't snow, I'm sorry, rain and wind.

Mr. Bobby Raymond I believe it, my understanding was that it was windy and I believe it was raining.

Mr. Mark Atzenhoffer Okay. 26th, just so ya'll can see. I know this is South Louisiana it was blue skies cause I was outside sweating my butt off. That's a lot of sweat. Uh, your contention is that it's \$500, I mean 500 tubes for rent not matter what. Right?

Mr. Bobby Raymond That's the agreement that we believe we have with Lafourche Parish.

Mr. Mark Atzenhoffer Okay. Yeah, but it wasn't a signed agreement.

Mr. Bobby Raymond No.

Mr. Mark Atzenhoffer Ya'll ex-now I'm, I'm going by your website. 10-24-06 is when I printed this out. Tube rental. For each day the tubes are set up at a site a daily charge will be billed. \$350 dollars per tube per day. Published rate. Set up. Standby charges. For a monthly charge you can guarantee a specific amount of tube is available when requiring, when require it, require it. When you pay the standby charge you are still required to pay the regular deployment costs however, the daily rental charge of the tube is reduced. Any tubes required above the number reserved through the standby charge is subject to the daily rental charge. \$5 per foot per month which I think, trying to find my numbers, comes out to \$250 per tube per month standby charge. Right?

Mr. Bobby Raymond If that's what it says. Sure.

Mr. Mark Atzenhoffer I just- \$5 dollars per foot per month and I used a 30 day month. I cam up with \$250 dollars so. How many tubes were used?

Mr. Bobby Raymond We believe that's as many as 5- as many as all of the tubes were used.

Mr. Mark Atzenhoffer Okay. Now. I (inaudible)

Mr. Bobby Raymond And I recognize that's, that's an, an issue.

Mr. Mark Atzenhoffer Okay so ya'll say 500, okay who put the tubes out?

Mr. Bobby Raymond The tubes were put out by the, by the trustees. I believe by some of the public works officials. I know Mr. Vickers was out there putting out the tubes and showing how they had to be deployed.

Mr. Mark Atzenhoffer Okay.

Mr. Bobby Raymond But, I can't give you names and so forth.

Mr. Mark Atzenhoffer So. If there were only 2 pumps available. Correct?

Mr. Bobby Raymond 2 pumps?

Mr. Mark Atzenhoffer That's what ya'll billed us for, 2 pumps.

Mr. Lindel Touns To fill the tubes.

Mr. Mark Atzenhoffer To fill the tubes. You said 2 two inch pumps are in the trailer.

Mr. Bobby Raymond Ah, yeah that's. Yeah, we, yes that's correct. Mr. Vickers points out that you all had some pumps and we had 2 pumps that we (inaudible).

Mr. Mark Atzenhoffer How many did we have?

Mr. Bobby Raymond Wait bring that back for me for a second. Uh, actually that picture came from the US Army Corps of Engineers' camera.

Inaudible speaking

Mr. Mark Atzenhoffer Uh, that came from the US Army Corps of Engineers. Now their, so, just so ya'll understand gentlemen. A 2 inch pump will pump 140 gallons per minute. Okay, that's all it can pump. The rules of physic don't, don't fudge. It can be lower, especially if the pump's older. Can't be higher. 18, I'm, I'm, your tubes are 19 inches correct?

Mr. Bobby Raymond I

Unrecognizable Correct.

Mr. Mark Atzenhoffer 50 feet long?

Unrecognizable (Inaudible)

Mr. Mark Atzenhoffer 837 gallons? Give or take a-

Unrecognizable I think that their actually 500 something (inaudible)

Mr. Mark Atzenhoffer So, uh, to fill that pump, to fill 1 bag, 5.97 minutes. That's with a 2 inch pump syphoning from the bayou. If we say, am I'm gonna use, everything was in pyramid, so it's 3 sections correct? 3 pieces of -

Mr. Bobby Raymond It, that is possible that the tubes be stacked as high as-

Mr. Mark Atzenhoffer But I'm saying, it, it, everything that I've seen, all 4 pictures, show 3 high. I mean 2 at the bottom 1 on the top.

Mr. Bobby Raymond Okay.

Mr. Mark Atzenhoffer Which requires set up. I, what I'm trying to understand, you know, ya'll put

these out for, I give you 6 hours when Sunday. If you got here at 2, started—

Mr. Bobby Raymond What I, what I said was that we started in the afternoon and worked until it was too dark to go any further. Then Mr. Vickers and the trustees and so forth worked again.

Mr. Mark Atzenhoffer The next day.

Mr. Bobby Raymond The next day on Monday.

Mr. Mark Atzenhoffer Until it was too dark to work any-

Mr. Bobby Raymond Until it was too dark, so then

Mr. Mark Atzenhoffer So that's 12 hours

Mr. Bobby Raymond And, then, whatever, whatever, that's fine.

Mr. Mark Atzenhoffer We'll call it 12 hours.

Mr. Bobby Raymond And then what I said was at that point on Tuesday Mr. Vickers tended to the administrative end of his business with the Lafourche Parish employees. But I did not say that the deployment of the tubes didn't go forward on Tuesday and Wednesday and Thursday. I, I didn't say that.

Mr. Mark Atzenhoffer Well I, okay, when did we stop deploying tubes? Everything I heard was Monday. Am I incorrect? Did everybody else, did anybody else hear anything different?

Mr. Bobby Raymond I hope you didn't hear that from me. I don't think you did.

Mr. Mark Atzenhoffer All the letters I got.

Mr. Bobby Raymond No, what I said, and let me be clear, what I said was that Mr. Vickers helped the deployment of the tubes on Sunday after arrival until it was too dark to work and again on Monday. And then on Tuesday he decided to take care of his business, the administrative end of his business, and that's when he, which he should have done on Sunday, and that's when he went, I believe to this building, and met with some of the people, with Lafourche Parish to start talking about and getting the paperwork in order to the best, in order, to best of his ability. That's what I said. Now when the tubes, you know, when the government stopped deploying the tubes, I can't answer. You'll have to ask someone with Lafourche Parish.

Mr. Mark Atzenhoffer Mr. Chairman I'm asking somebody to fess up when did we stop putting tubes up?

Chairman Lasseigne Nobody's fessing, so.

Mr. Mark Atzenhoffer Okay. So we're gonna go ahead assume, because I think the last thing that I was, that was read, was published to us, um, as an account of what went on after Monday night, it pretty much stopped. How long does it take to put out a pyramid of bags?

Mr. Bobby Raymond It is my understanding, I, I don't know, but it's my understanding that, that they roll out and if ya'll calculation is correct, it's 6 minutes or so to fill it up with water and then I guess you roll out the next one and connect the hose to it. And then 6 more minutes, and—

Mr. Lindel Toups 10 hours, 10 (inaudible)

Mr. Mark Atzenhoffer Huh? It's gonna, well you can't, if you're setting them up in pyramids you have to do 2 and then 1 correct?

Mr. Bobby Raymond I would think.

Mr. Mark Atzenhoffer I mean, I'm asking the expert--

Mr. Bobby Raymond No, I'm, that, that makes sense to me.

Mr. Mark Atzenhoffer Okay. I mean I'm, you have to strap it in so let's say it takes 10 minutes to set it up. Just to roll out 3 with the straps in place because you're not gonna put it, fill it up and then put the strap in underneath it. You're not gonna move 800 gallons of water so you have to do some preparation. Correct?

Mr. Bobby Raymond I would think so. I'm, I'm not arguing with you, I, I don't know. I never deployed a tube.

Mr. Mark Atzenhoffer 10 or 15 minutes to set up and I give you the benefit of the doubt and say it will take 20 minutes to fill 3 tubes. That's 35 minutes and then it's gonna take 5 minutes to strap, give or take, right?

Mr. Bobby Raymond Again, I'm, I'm not trying to be evasive. I just don't know, I've, never done it.

Mr. Mark Atzenhoffer Mr. Chairman, I believe that even if I am overly generous the best you could do is 3 tubes in an hour per pump. So let's say at 6 tubes in an hour per pump. They worked for --

Mr. Lindel Toups 18 hours

Mr. Mark Atzenhoffer 18 hours times 6 tubes--

Mr. Toups 108

Mr. Mark Atzenhoffer Is that? Yep. So that be 108 tubes maximum that could have been used.

Unrecognizable How many pumps?

Mr. Mark Atzenhoffer 2

Unrecognizable (Inaudible)

Mr. Mark Atzenhoffer But you have a valve.

Unrecognizable (Inaudible)

Mr. Tyrone Williams Sir can you get on the mic, I can't hear, I'm hard of hearing.

Unrecognizable You can carry 25 to 35 valves inside the equipment trailer if, if its necessary.

Inaudible group discussion

Mr. Mark Atzenhoffer So did we use any of our pumps?

Mr. Paul Vickers: Yes.

Mr. Mark Atzenhoffer	How many?
Chairman Lasseigne	Who was out, who was out there?
Mr. Cullen Curole	I don't know.
Mr. Lindel Touns	Nobody knows.
Chairman Lasseigne	We haven't gotten answers in a year and a half, you ain't getting them tonight.
Mr. Mark Atzenhoffer	I know that.
Chairman Lasseigne	Okay.
Mr. Mark Atzenhoffer	So, um, Mr. Chairman there's, and I'm being generous saying that you can do 3 in an hour cause unless somebody wants to come out here and prove it to me in the parking lot, I ain't believing it. Okay, you just don't, you not, you not gonna do it.
Mr. Paul Vickers	Excuse me but—
Chairman Lasseigne	Would you come to the mic because Mr. Williams can't hear. He's, he's —
Mr. Paul Vickers	Those pumps you're referring to, you're saying how much they pump (inaudible)?
Mr. Mark Atzenhoffer	140 gallons per minute
Mr. Paul Vickers	Well depending on which pump you have, the Honda pump is different kind of pump, they do pump, do pump different quantities per hour. And uh, there is plenty of pumps out there they do 3-400 gallons per minute. Per hour, pardon me.
Mr. Mark Atzenhoffer	Not at 2 inches.
Mr. Paul Vickers	Per hour. And uh, I think that ours, I can't recall exactly what ours are but I think they're higher than that and I know that you can fill up a, if you said, even in 5 minutes, that's 15 minutes for three tubes. As you said, so that's more than an hour for 3 tubes.
Mr. Mark Atzenhoffer	Right.
Mr. Paul Vickers	Unless I just misunderstood you. Sorry.
Mr. Mark Atzenhoffer	Well, no because I'm also figuring that you have to move them from a truck to a boat to a levee—
Mr. Paul Vickers	With 20 trustees
Mr. Mark Atzenhoffer	To a set up, well-
Mr. Paul Vickers	And then one guy that filled, one guy to hold the hose.
Mr. Mark Atzenhoffer	One guy to fill, one guy to hose and everybody's setting it up. Demonstrate it.
Mr. Paul Vickers	Love to. If you'd call for a demonstration we'd do them.

Mr. Mark Atzenhoffer You know, I mean I know you'll done in the past. I got minutes where ya'll wowed a whole buncha parishes with your undying, unbelievable skill of doing this.

Mr. Paul Vickers Okay. So if--

Mr. Mark Atzenhoffer But this is-- somebody needs to tell me the number. Ya'll, your website says we only have to pay for what we used and the rest of we can pay for stand-by. That's what, that's your-

Mr. Paul Vickers I don't, I don't think that's --

Mr. Mark Atzenhoffer Lindel if you rent a tube, you rent a tool, tools right?

Mr. Lindel Touns Uh huh.

Mr. Mark Atzenhoffer You have a stand-by rate?

Mr. Lindel Touns Yeah.

Mr. Mark Atzenhoffer You have a use rate?

Mr. Lindel Touns Yeah.

Mr. Mark Atzenhoffer When they call you and say it's off-

Mr. Lindel Touns Take it off of rent.

Mr. Mark Atzenhoffer You put it on standby rate, right? That's an industry standard. We live in that industry. But it changes when it's FEMA because it's FEMA's money. But that's my money.

Mr. Bobby Raymond No. No.

Mr. Mark Atzenhoffer It's not FEMA's money.

Mr. Paul Vickers Maybe I can answer that one for you. United Rentals? You have United Rentals here in Louisiana?

Mr. Mark Atzenhoffer Yes.

Mr. Paul Vickers Okay. I rented my pump from them for the month and I rented it every single day. I didn't use it every single day but I had it in my possession (inaudible) and I had to pay for it. And, I'm sure everyone here's probably rented from someone like that before.

Mr. Mark Atzenhoffer But you say, on your, on your website you only pay for what you set up. \$350 dollars a day.

Mr. Paul Vickers Depending on which ones you're, you're referring to on there. Well do you set up for, if I walk up with one tube and give you one tube and you set it up or I give 500 tubes to set up. Depends. If you read the print on it that's exactly what the context of that print means.

Mr. Mark Atzenhoffer For each day the tubes are set up. So your, your saying set up means if there in the Parish they're set up.

Mr. Paul Vickers I don't know, if I give them to them set up that's different. If I set them up or if they set them up.

Mr. Mark Atzenhoffer Okay, now you said you were also at St. Bernard Parish.

Mr. Paul Vickers Correct.

Mr. Mark Atzenhoffer If St. Bernard Parish would have said you know what we're 100 short and you were right here, would you have taken 100 from the trailer and brought'em over to them in a hurry?

Mr. Paul Vickers I was never asked that question.

Mr. Mark Atzenhoffer Just did.

Mr. Paul Vickers Well I don't know I wasn't asked that.

Chairman Lasseigne I got, I got one question for something that was said earlier. Said it was 500 in one trailer and then it was another trailer with some other ones in it. Why weren't we charged for them? Didn't you say that earlier that there was 500?

Mr. Bobby Raymond The, the, the second trailer is a support, is a support trailer.

Mr. Mark Atzenhoffer Yeah, we were charged for that too.

Mr. Bobby Raymond It's a smaller, it's a smaller trailer. It has the pumps, it has the hoses, it has the connectors, it has the rubber boots, the flashlights, the, things of that nature. And there are also some, a handful, not many, a handful of extra tubes. It's not a significant number.

Chairman Lasseigne Okay, okay. Mr. Callais.

Mr. Brent Callais Yes sir. These invoices that you have right here, the 3 that were sent on the 27th. One for \$2.6, \$3.8 and the other one for \$600. Those were sent when you say Mr. Vickers began his administration part of- those were sent to Lafourche Parish as a proposal for if you keep'em for 15, 30 days-

Mr. Bobby Raymond Right, exactly.

Mr. Brent Callais Alright, okay. So, as of the 27th when ya'll proposed it ya'll offer to us for 6 ½ , \$650,000 dollars?

Mr. Bobby Raymond No, to, to purchase.

Mr. Brent Callais To purchase them. Okay.

Mr. Bobby Raymond To purchase with a, I think, a 90 day lead time or something, but anyway. Yeah.

Mr. Brent Callais To purchase, so on the 27th we could have purchased them for 6, \$600,000. And so we've offered double that as a settlement to be done and ya'll rejected that.

Mr. Bobby Raymond The agreement that you made was to lease. And let, let me remind you-

Mr. Brent Callais Where do we have an agreement that we made?

Mr. Bobby Raymond Because you kept the tubes and you asked us to eventually bill you for the rental-

Mr. Brent Callais How?

Mr. Bobby Raymond And that's why you, you, you terminated the agreement 30 days after it commenced. Now remember, the mess, or the reason it was done that way was because FEMA doesn't reimburse for sales or for purchases.

Mr. Brent Callais Correct. Correct.

Mr. Bobby Raymond But they reimburse for leases or rentals. So that's why that option, I believe, was chosen.

Mr. Brent Callais Alright. (Inaudible)

Mr. Phillip Gouaux Yeah, as I see it, and again, I feel as though Lafourche Parish owes ya'll monies and, and some gratitude for being Johnny-On-The-Spot in the time of emergency. My big question is and it's not so much with ya'll but I'd like to know who uh, negotiated this, this agreement, the person with FEMA that nego-, negotiated it and what division or all you know the particulars on that because I definitely think that in the future that division or that person needs to be talked to about how to sign or negotiate an agreement-

Mr. Lindel Toups He's probably not with FEMA anymore.

Mr. Phillip Gouaux Prior, prior to an emergency event. Uh, I understand the circumstances. I was one that was out there assisting uh, putting the tubes out. And I was out there that night or after, after dark came and fighting the mosquitos and of course I wasn't too concerned with the alligators but uh, and, and as I far as I'm concerned we ab-, absolutely needed the bladders. Now as far as how many bladders we used, uh, I really don't know. And as far as pictures being taken, I saw no cameras, everybody that I saw on the scene was working. But again, question, the biggest question I have and this's for future problems, is who with FEMA uh was the representative that negotiated the contract and how do we get in touch with that person because uh, that person needs or that division needs to be talked to about contracts and the, why they're implemented.

Mr. Bobby Raymond I, I thank you on behalf of U.S. Flood for your expression of gratitude and your recognition of the service that it provided. In terms of FEMA and contracts and so forth, I do know that it is FEMA's preference that governmental entities have contracts in place with people who or companies who respond to emergencies. Such that, Mr. Vickers cont-suggested United Rentals. You know, I don't know whether United Rentals rents pumps or cranes or pencils, pencils you know, but, but the concept that FEMA has is that this government would have a contract with United Rentals that when there's a hurricane in the Gulf or, or a storm that's bearing down on our community that the Parish can pick up United Rentals, pick up the phone and call United Rentals and say those 3, those 3 pumps I have reserved on stand-by that I've been, I've been paying \$250 a month for for the last 12 months that have gone unused, bring'em over here. That's how FEMA would like to see the governments work, to avoid this kind of problem.

Mr. Phillip Gouaux But, but I agree that there should be uh, an inflated rate to a point but it has to be a reasonable-

Mr. Bobby Raymond Well, you know, it's I, you know, I don't believe this rate is inflated um, this is the rate. This is rate as I said earlier that U.S. Flood charges and this is the historical rate.

Mr. Phillip Gouaux Yes, but the point I'm making it's, it's inflated based on the normal rental that's identified on the website.

Mr. Bobby Raymond I don't, I don't think so. Now I haven't seen –

Mr. Phillip Gouaux That' s not what you brought up Mark, that their rental rate is not \$350 dollars–

Mr. Mark Atzenhoffer Oh no, no, no. Mr. Ch-, I'm sorry, Mr. Chairman may I engage Mr. Gouaux?

Chairman Lasseigne Yeah.

Mr. Mark Atzenhoffer Mr. Gouaux the rental rate says \$350 dollars per tube per day. But it just, it also says for each that the tubes are set up. And my contention is, is that set up means in place with water in em'. Subject to not getting yanked if somebody else was gonna pay you more money.

Mr. Bobby Raymond I don't think these tubes were ever at risk of, of , well never mind. I won't go there. (Inaudible) But thank you.

Chairman Lasseigne Anyone else?

Mr. Lindel Touns I got-

Chairman Lasseigne Mr. Touns.

Mr. Lindel Touns It's obvious we not gonna settle this tonight.

Mr. Bobby Raymond No, I, I, I think you correct. And, and

Mr. Lindel Touns Okay, but I want to ask you one thing and I asked you before, you got a rental company, you got \$500,000 worth of tools, how many businesses can you open up and go what, 10, make 10 times your money on one job.

Mr. Bobby Raymond Well-

Mr. Lindel Touns If we go to court the first the judge, we gonna present, okay, do you have a rental agreement. You gonna answer no.

Mr. Bobby Raymond Right.

Mr. Lindel Touns Do you have a signed rental agreement, say no.

Mr. Bobby Raymond That's correct.

Mr. Lindel Touns No. No. Do you have a contract? No. I work in the oil field. I've been in the oilfield 40 years. If I sent some tools out offshore and I don't get a rental ticket signed you know what I'ma get? Zero. And I wouldn't be scare to bet that if we go to Court you'd probably get minimum rental.

Mr. Bobby Raymond That, that may be right. I don't believe so. I believe-

Mr. Lindel Touns And I don't, I think we can sit here till tomorrow morning or next week-

Mr. Bobby Raymond If, if I may, I have to disagree with you. You talk-, you're comparing us to the, to the oil field industry and you talk about rates of —

Mr. Lindel Touns This is better than the oilfield industry. I can not go buy a tool today and send it out for a months' rental and pay for it.

Mr. Bobby Raymond Well you know, I think what you have to realize though was that since

Chairman Lasseigne

He just did reject it.

Mr. Michael Matherne

Well, um, you know, I'd asked the Council members to think about what is reasonable costs because don't forgot if we over pay and we audited next year, we on the hook for the difference. The State of Louisiana takes back the money Lafourche Parish Council is on the hook for the difference. And I'm not sure if that's the situation where we wanna go in. I think the \$5 million dollars is the fleecing of taxpayers in the United States. I go all around the United States and people say we keeping giving Louisiana money, we keep giving Louisiana money, why you not, why aren't ya'll better off? You know why because we paying \$5 million dollars for levees, that's why we not getting better. I think they taking advantage of the FEMA situation with, with all respect, I think the company is a FEMA whore. I think they go around praying on disasters and it's a shame and we owe these people some money and I, I think it's in this neighborhood and I would ask the council members to leave in this neighborhood. And that' what I think Lindel.

Chairman Lasseigne

Let's let Mr. Morvant speak for a second please. He doesn't get up unless he something to say.

Mr. Camille A. Morvant, II

All, all I, all I'm gonna ask you guys to and uh, I think maybe, you know, we need just to kinda take a, like I tell people sometimes, let's take a step back and deep breath. Okay, let's, let's just all, let's just all do that right now. We're not here tonight okay to solve this issue. And, and I said that before we got started and we, what we gotta, and you know, again, this is not a critical statement but we can't let the emotions get ahead of the business part of it. Everyone of you up here, everyone of you, I believe have said it already, or you should think it, that we owe US Flood Control some money. I don't think there's too many gonna sit up here and say we don't owe them anything. They showed up, they placed a product out. There's really two issues that have to be resolved. Number 1 how many were placed out there because, Mike keeps talking about that, and some others keep talking about it. We gonna be accountable to the, to the State. We've met with Mr. Jon Gonzales already with the State and he used that term de-obligate. And what de-obligate means is that they have the right to come back and get some of this money that we pay out if we don't do it correctly. So we have to establish or come to some agreement or what the number is. There's no contract for the number, to my knowledge, there's no documents that I'm aware of, for, for a number. That somebody ordered 500 or ordered X number of them. They were brought out there and placed as needed. Nobody kept track of it, should both sides have done a better job, we've debated that, we don't need to go back to that again. The next issue that we have to decide is what is the reasonable costs. What again, Mike was just talking about. What is the reasonable costs? So the number and the reasonable costs of the numbers that we come up with. Then what we would have to do is go to the State to Mr. Gonzales' office and through FEMA to get them to put the stamp of approval on it and we finish with it. All I'm gonna ask this Council to do, and that's, that's a business call, this is not legal, it's business, so ya'll make the call on it, there's not instruction here, this' just a suggestion, is that you don't close the door on negotiating to try to work this out. You know, and again, sometimes we need to take a step back, take a deep breath, look at it from a business standpoint. We got better things to do then get involved in litigation. Now if we have to, that's fine. And I've told you before I'm, I'm goong to bat and, and represent the Council if that's where we go. But I'm gonna ask you before we get to that let's exhaust you know, all negotiations with US Flood. If its one thing, that I don't mind complimenting them on now, they have been up front with us and in good faith negotiating with us. We're not agreeing on it.

We've, we've come to very few agreements. Alright, but they're here tonight, they met with, with Lisa and I several times. We communicate with Mr., Mr. Raymond on the phone. We do it uh, through correspondence. So they've not slammed the door on us. And I am just asking you not to do the same thing. You might be surprised. I've been doing this a long time, and I can't count how many times before I walked into negotiations, lawyers stood out in the hall and said we'll never settle this and we walk out and we settle it. So I'm just telling you, I'm not saying that we gonna work it out, I'm not telling you that, we may not, we may end up in court. But before we do that, let's all of you can then, look back at your constituents and look back at yourself and say we did the best we could and we put 100 percent forward to settle it, it just didn't work. If that happens, it happens. That's how Mr. Raymond makes his living and uh, that's what I do so, just keep that in mind. Let's keep it business. Alright, and then also let's keep an open mind to try and get it worked out if we can. Don't slam the door tonight, it's not over with. He just came here to give you his side of it and I don't think he expected all of you to hit the green buttons and say yeah, we agree with everything. He didn't expect that, he just came to give you his side of it. Okay. I don't know if you having closing remarks or any other thing you wanted to say.

Chairman Lasseigne

Yeah. Mr. Atzenhoffer.

Mr. Mark Atzenhoffer

Inaudible

Mr. Bobby Raymond

I do want to thank you all for your time, as, as Mr. Morvant said, I really didn't expect to come here and have this thing resolved tonight. *(Tape 1, Side A ended) (Tape 1, Side B began)* Together we'll allow a finder of fact, a judge or jury, to conclude that we did have an agreement with the parish of Lafourche and, and why we believe it is our position, or why we believe that, that this parish owes US Flood money. Uh, the amount that we've asked for. So with that being said, you know, we're willing to come back, we're willing to talk, um and answer any additional questions. I thank you for your time uh, on my behalf as well as on behalf of Mr. Vickers and US Flood.

Chairman Lasseigne

Thank you.

Mr. Bobby Raymond

Thank you.

Chairman Lasseigne

Mr. Atzenhoffer.

Mr. Mark Atzenhoffer

Mr. Chairman I just asked that the members of the Council, if you're thinking of a number that by tomorrow at noon, please call me. Or if you want to discuss this further before we send, cause at, by noon I will have the number to Sheila to put in the form of a resolution from the Council. So uh, think about it and uh I'll try to take Cam's advice and not try to slam the door.

Chairman Lasseigne

Mr. Toups.

Mr. Lindel Toups

Uh, hmm. Is it legal for me to talk to Mr. Vickers by phone?

Mr. Camille A. Morvant, II

No we've asked at this particular point, I've, I've sent letters and asked that you not do that at this, this particular time. Uh, although the, the letter, the official letter has not been sent obviously we're, we're uh, lack of a better way of putting it, threat of litigation.

Mr. Lindel Toups

Right.

Mr. Camille A. Morvant, II	So, uh, so I'd rather and I think Mr. Raymond feels the same way, I don't think it would be good for the clients to uh, communicate at this point.
Mr. Lindel Toups	Okay.
Chairman Lasseigne	Okay. Mr. Atzenhoffer and, and Mr. Toups had asked so, I'm gonna give where I stand just so you kinda know. I think a lot of ya'll know but as I look at it to purchase a product is approximately 600,000, that's all 500 of them. \$600,000 something thousands dollars. This company, Mr. Vickers, is, is in a an awkward situation partly because of their own moves and partly because of the, the, you know, some things we, we're responsible for. Uh, however, when you look at what's reasonable and as Mr. Matherne brought out, it's seems to me that paying full retail price, and I understand the, the fact that you don't rent them every uh, month or so, but paying the full retail price which I'm not even wild about, it gets us up to \$600 something thousand dollars, is more than reasonable. Now, I wouldn't expect ya'll to accept that because you just turned down double that amount. Uh, but if the product costs and normal, that type of product, I would say is probably close to half, I know you have storage and everything like that, but it costs 3 or 4 hundred thousand dollars, you get triple the costs. Not triple the retail price but almost double the retail price. And, I told you before it's business. Business is business. Uh, but it's taxpayers money. If it'd be my money and I'd won the powerball or something I might just pay it just to get rid of you but it's not my money, well part of it is, but a very little part. Uh, but it's taxpayers' money. We gotta be responsible. And, and then we also have the fact that this money we could have to pay it back. So, I mean, that's, that's something we have to consider too. And, and any offer or acceptance of an offer, any offer we make, acceptance offer by ya'll, counter offer, anything, still has to be blessed by FEMA and the State and stuff like that. So I mean keep that under hat too. Uh, anyone else?
Chairman Lasseigne	Thank ya'll for ya'll time.

It should be noted for the record that Mr. Callais left the meeting but that the time he left was not recorded.

The next item (2) on the agenda was a discussion regarding the Parr Pump Station. President Randolph stated that she had asked that this matter be put on the agenda, explaining that this was a pump station that they were very concerned about. She stated that in the event of a heavy rain storm, a perilous situation could occur. President Randolph informed the Council that the two (2) steps taken so far was to contact the State for any emergency money they may have concerning the pump station. She stated that the only available monies had by the State was for generators and then elaborated on same. President Randolph stated that there was nothing that could be bought in a very short period of time that would assist in fixing the pump station. She informed the Council that the Corps of Engineers had visited the area Monday, March 19, 2007 and had studied the situation, took pictures and information. President Randolph stated that North Lafourche was very concerned about this issue, adding that they had monies available to build a new pump but that would not resolve the problem at the current time. She stated that they wanted to make the Council aware of the issue. President Randolph continued to briefly speak on the matter.

Mr. Ray Cheramie, Department of Public Works, next presented a visual presentation showing various pictures of the Parr Pump Station. (*Attached hereto as Exhibit 1*) He explained each picture and the condition of the pump in detail. Mr. Cheramie explained the severity of the condition of the levee, the leaning of the pollens, the removal of the building to relieve extra weight, the leaning of the whole pump station toward the reservoir, the non-use of one (1) engine due to the universal joints

being pulled apart on the drive shaft from the engine to the gear head, and other problems being occurred with the pump station. He spoke in detail of the possible flooding that could be incurred. Mr. Cheramie stated that the estimated costs to repair the pump to a point where it would be stopped from collapsing would be \$192,000. He said that the North Lafourche Levee District had voted to contribute \$50,000 to try to keep this from causing more severe problems. Mr. Gouaux voiced that this was a serious problem. He stated that it was a closed system, with the exception of two (2) culverts that connected it to the Lockport system. Mr. Gouaux said that there were several subdivisions that were effected just with the pumping of rain water. He said that help was desperately needed to try and repair the levee and move the pump station back and secure it so that at least the people of the area would have simple drainage. Mr. Gouaux asked that the Administration find the money and also that the Council approve those monies to allow this to happen immediately. Mr. Lorraine asked if he would be correct in stating that the Parr Pump Station took care of the people from Lockport, Nolan Touns and it stopped further south but does not connect to the drainage going to Larose? Mr. Gouaux stated that Mr. Lorraine was partly correct. He said that Lockport was a separate system and that this pump station took care of everything from Belle Vue Subdivision south to approximately Allen Road, just north of Valentine. Mr. Lorraine stated that he was told that there was a gate where this pump station was located. He said that the gate had been installed to more or less control the water. Mr. Lorraine continued to explain his understandings with regards to this pump station and the Al Robichaux Pump Station. He continued to explain his thoughts that this pump station did not connect to the Larose system. Mr. Lorraine continued to speak on the matter in detail. Mr. Cheramie stated that there was a separation by Shell Road and if the waters from the Bayou L' Eau Bleu were to come in and start flooding the Parr area, eventually there would be at least four (4) feet of water on the road. He said that the water would then migrate all the way to Larose, the same way it had done for Hurricane Juan. Mr. Cheramie stated that the pump station did not connect with a canal but with the elevations of the land being at a -3 or -4, he would said would incur flooding. He continued to speak on the matter in detail. Mr. Cheramie informed Mr. Lorraine that the gate he had spoken about earlier allowed the Parish to let the water from the area into the Al Robichaux Pump Station. He said that the area being spoken of did not have enough pumping capacity for the amount of acreage had. Mr. Cheramie continued to briefly speak on the matter. Mr. Atzenhoffer clarified his understanding that the Parr Pump Station was slated to be re-built in a short term. He asked if some of the immediate repairs needed would have been repairs that would have had to have been done in order to rebuild it anyway? President Randolph stated that the \$50,000 committed by the North Lafourche Levee District was in materials and that those materials would be being used in the construction of the new station. She said that it could be recycled and that it would not be all new monies. President Randolph said that the North Lafourche Levee District was awaiting an additional allotment, saying that they had \$1 million for the project but that as with everything else, the costs had increased. Detailed discussions continued on the matter. Mr. Gouaux stated he wanted to clarify that the \$192,000 was to re-shore the levee. He said that pump station could be pushed back into place and secured on a temporary basis until the North Lafourche Levee District decided to build the new pump. Mr. Gouaux stated that in the mean time the area had no pumps that were capable of pumping the area. Mr. Atzenhoffer stated that he was just trying to clarify if it was work that needed to be done anyway to reb-build the station. He then voiced his support for coming up the needed money and getting it fixed. Discussions continued. **President Randolph explained that something would be on the next agenda regarding this matter and a supplemental.** Discussions continued. President Randolph stated that she did want to inform the people of the area being spoken of that the Army Corps of Engineers had assured that they would provide portable pumps should the need arise. Discussions continued. Chairman Lasseigne stated that the Administration would be working on this and that it would be put on the next meeting agenda.

The next item (3) on the agenda was a discussion concerning proposed Home Rule Charter changes. Chairman Lasseigne voiced his thoughts on the proposed changes and explained that the changes needed a vote of six (6) to pass. He explained that voting on the changes would not be done at the present as this was only a discussion. Mr. Camille A. Morvant, II, District Attorney, stated that he had a few comments on the proposed changes. He voiced that his comments could wait until the changes were voted on. A brief discussion then ensued with Chairman Lasseigne explaining that he would think it more appropriate when a more finalized version of the changes were had to have them sent to Mr. Morvant for his review. Mr. Morvant stated that his office had received a copy of the proposed changes and he just wanted to give some input on the matter. Discussions then began with regards to whether it was wanted to have Mr. Morvant wait to make his comments regarding the proposed changes at the time the changes were voted on or at the current meeting. After a brief discussion, it was decided to have Mr. Morvant make his comments at the current meeting.

Mr. Lorraine *withdrew* the proposed Home Rule Charter change submitted by himself dated February 24, 2007 regarding a change to Article III, Section 11, *Vacancy*. He then stated that with regards to the proposed Home Rule Charter change he proposed with regards to Section 2, The Legislative Branch, K. *Prohibitions*, that he wanted to change the word “shall” contained in his change to “may”. Mr. Atzenhoffer sought clarification as to what Mr. Lorraine had stated and Mr. Lorraine clarified his statements.

Mr. Morvant stated that with regards to the proposed Home Rule Charter change submitted by Mr. Dean Diaz regarding Article III, Section 2., G. *Term of Office*, and the commencement date of the terms of office that it had been stated that it was unconstitutional. He asked that this information be submitted to their office so they could review it, adding that his appreciation of the way the State Constitution was written was that the parish was a Home Rule bodied parish and had the right to set when the Council and the Parish President take office. Mr. Morvant stated that he would strongly suggest that it be left as it currently was, commenting on a previous problem incurred, which he explained in detail. Mr. Morvant reiterated that this section should be left as it was but that if it was unconstitutional he would like to have information on it given to him so that they could look into it.

Mr. Morvant said that with regards to the proposed Home Rule Charter change regarding interference, that being Section 2, The Legislative Branch, K. *Prohibitions*, that he would point out a few things but that the Council had to make the call on it. He said that the language contained in the Home Rule Charter had been in the original charter, the amended charter of 1978 or 1979 and was also included in the most recent amended charter. Mr. Morvant said that the only change that had been made was that it had become a mandatory duty, explaining that consequences could be incurred if interference was done. He said that this was not something new that had been included in the most recent amended Home Rule Charter, saying that this had been included since the very beginning. Mr. Morvant stated that it was included for a reason and that it was the way the particular form of government had to work. He said that it was not a police jury form of government and that there was an Executive Branch and Legislative Branch and that they were not to interfere with each other. Mr. Morvant then briefly explained some of the powers of both branches and the workings of the two branches. He voiced his understanding of Mr. Lorraine’s point and that he thought the word “interfere” needed to be looked at. Mr. Morvant suggested better defining the word and the particular section. He continued to briefly speak on the reasons as to why this section was included in the Home Rule Charter. Mr. Lorraine explained the intent of his proposed change and gave examples of what he was trying to achieve. Mr. Morvant stated that he did not necessarily disagree with the reasons for the change and that he was aware that there had been discussions between the Council and the Parish President regarding the meaning of the paragraph. Mr. Morvant stated that he would be, at some point in the near future, addressing that matter with the Council. Mr. Lorraine stated that possibly

Mr. Morvant could assist with the wording of the section. Mr. Morvant explained that what had happened in the past was the councilmen were calling architects and engineers and telling them which projects they wanted done. He said that at the point the contracts had already been negotiated and were to be administered by the Administration. Mr. Morvant stated that the Commission who worked on the Home Rule Charter felt so very strongly about the interference of the Council with the duties of the Administration that they made it a mandatory duty and would be considered malfeasance in office if violated. He stated that he agreed with Mr. Lorraine and explained that maybe the term “interfere” needed to be revisited. Discussions continued on the matter. Mr. Morvant stated that this issue was not unique and had been in the last Charter and had been in the Charter since it was originally drafted. He explained it was just not being followed previously.

Mr. Morvant then asked Mr. Atzenhoffer for clarification as to his proposed Home Rule Charter change regarding Article VI, Section 7 regarding the Finance Department and the moving of the section of the Auditor into the Legislative Branch. Mr. Atzenhoffer explained that part of the Charter said that the hiring of the Auditor was the responsibility of the Council and that that was in the Finance section. Mr. Morvant said that it was in the budgetary section, but under Finance. Mr. Atzenhoffer stated that he thought it made sense, as a function of the Council, to have the section under the Council’s duties. Mr. Morvant stated that his feelings on the matter was that if the whole paragraph was read that the Auditor was completely independent from the Administration and from the Council. He said that the Council hired the Auditor but that then he or she would be completely independent and was not under the auspices of the Administration, the Executive Branch or the Legislative Branch. Mr. Morvant said that was why when the Commission had put it there it had been discussed and that was why it had not been put under the Executive Branch or the Legislative Branch because it was a completely independent individual. He said that there was an Internal Auditor that was placed under the Legislative Branch that the Council may hire. Mr. Morvant stated that the Legislative Branch could hire an Internal Auditor to do audit work for the Council themselves, adding that the current Council had chosen not to do that. He said that with regards to the annual audit it was mandatory by law and the Council had no choice about it and the only choice the Council had was with whom to hire to perform it. Mr. Morvant continued to explain why the paragraph had been placed where it had been placed.

Mr. Morvant then informed the Council of another issue he had which he said had never come up with the current Council. He then clarified with his Assistant District Attorney as to whether anything had been submitted with regards to investigations. Mr. Morvant informed the Council that nothing had been submitted but that something would be submitted in writing regarding investigations. He explained that under the section of the Charter which gave the Council the right to perform investigations of employees, departments, offices or political subdivisions under its jurisdiction that with the way the Charter was written that none of the named persons or entities were under the jurisdiction of the Council. He explained that the only ones under the Council’s jurisdiction that they would have the right to investigate would be the Internal Auditor and the Council Clerk. Mr. Morvant stated that he did not think that had been the intent of the Charter, adding that he had spoken to some of the Commissioners who had helped draft the Charter and stated that they had agreed that had not been the intent. He explained that there should be three (3) words taken out, saying that was “under its jurisdiction”, which he said would give the Council the right to investigate the people and the entities listed in the Charter. Mr. Morvant voiced that was what he thought the intent had been. He reiterated that he would submit that change in writing to the Council.

Mr. Lorraine stated that once of all this was completed it would be being sent to Mr. Morvant’s office for review before any action was taken.

Discussions then began with regards to the proposed Home Rule Charter change submitted by Mr. Gouaux pertaining to Article III, Section 2, “J”, *Legislative Employees*. Mr. Gouaux explained

that he thought that the Council staff should receive the same consideration as the other department heads as far as the number of votes required for removal. He stated that he thought it should be seven (7) favorable votes to be removed. Discussions on changing the number of votes to six (6) began. Mr. Gouaux explained that he did not think the amount of votes needed should be six (6) because an employee needed some security in those positions. He continued to voice why seven (7) votes should be required and not five (5) as presently required for the Council Clerk. Mr. Atzenhoffer stated that there was another proposed Home Rule Charter change pertaining to this same issue, that being submitted by Mr. Lorraine, which Mr. Atzenhoffer said would conflict with the current change being discussed. He explained that Mr. Lorraine's proposed change was to have it decreased from a super majority to a majority, seven (7) votes decreased to six (6). Mr. Atzenhoffer stated that both of those proposed changes needed to be "hashed out" and put into to one (1) change. Discussions ensued. Mr. Lorraine explained in detail his reasons for suggesting that a two-thirds (2/3) vote should be required, adding that if six (6) of nine (9) of the council members voted to remove someone then that person should be removed. He explained that also it was only fair to the Council Clerk to increase the vote needed for removal of the Council Clerk from five (5) votes to six (6) votes. Mr. Lorraine continued to voice his reasons for supporting the need for a two-thirds (2/3) vote for removals.

Mr. Dean Diaz next addressed the Council regarding his suggested proposed Home Rule Charter change pertaining to Article III, Section 2, G. *Term of Office*. Mr. Diaz pointed out that the date of the letter sent out noticing the current public meeting was dated March 20, 2007, which he said was the current day's date. A brief discussion ensued with regards to the time period needed to call the special meeting and the notice to the public. Chairman Lasseigne informed Mr. Diaz that this meeting had been called since Friday, March 16, 2007 and that the letter had been dated incorrectly. Mr. Diaz then voiced in detail his reasons for suggesting that a change be made to Article III, Section 2, G. *Term of Office* in that the term of office should not commence earlier than the day after the Governor takes office. He spoke at length regarding this matter. Chairman Lasseigne recalled to Mr. Diaz that Mr. Morvant had asked for any documentation regarding the constitutionality of this matter. Mr. Atzenhoffer stated that Mr. Diaz had stated that the terms of office violated the State Constitution. He then asked for the articles and sections of the State Constitution and also which revised statutes were being violated? Mr. Diaz stated that he was not present to give a dissertation but a quick legal brief. He then stated that in general the conflicts were with the Governor's Office, Secretary of State's Office, State General Election Code, and the Constitution. Mr. Atzenhoffer stated that his term of office began from the moment he was sworn in, to which Mr. Diaz stated that was not so. He said that Mr. Atzenhoffer's term of office had began when he was properly inducted into office, saying that there was a procedure that was to be followed. Mr. Atzenhoffer asked Mr. Diaz if his contention was that Mr. Atzenhoffer was sitting on the Council illegally? Mr. Diaz commented on the previous Council and as to what had happened with the taking of office of the present Council and his thought that this would prevent such a thing from occurring again. Detailed discussions continued on the matter. Mr. Atzenhoffer reiterated that he would like to see statute numbers and the State Constitution sections that were being violated. A brief discussion ensued. Chairman Lasseigne stated that Mr. Diaz could provide the information to the Council and they would proceed from that point.

Mr. Lorraine then briefly explained his proposed Home Rule Charter change pertaining to Article III, Section 3, *The Executive Branch*, pointing out that he had made an error on his change submitted. He stated that he had written that six (6) votes should be removed and replaced with two-thirds but that it should have been to remove seven (7) votes and replace it with two-thirds (2/3). Chairman Lasseigne clarified that the proposed change that was to be discussed was Mr. Lorraine's proposed Home Rule Charter change pertaining to Section 2, *The Legislative Branch*, K. Prohibitions, 3. Interference. Mr. Lorraine stated that according to what had been stated earlier by the District

Attorney that he would need help with that change. He said that help could be gotten with it. Mr. Lorraine stated that in order to do his job, he needed to be able to talk to employees. President Randolph then gave an example of having three of Mr. Lorraine's bosses tell him that three different routes had to be ran, saying that nothing would be accomplished if he had three (3) different bosses telling him different routes to run. She said he would be traveling all day and would not be accomplishing anything. President Randolph said that the intent of this part of the Charter was to make certain that employees understood the plan that had been laid out for them. She stated that if an employee was driving around all day and pulling equipment from one project to another that they would be accomplishing nothing. President Randolph stated that it had to be clear to employees what was authority in a situation. She continued to briefly speak on the matter. Mr. Lorraine commented on doing a days' work as has been given in the example by President Randolph. He then stated that as councilmen they needed more authority wherein they could speak with the employees, saying to talk to the employees and not direct them. Mr. Lorraine stated that more clarification was needed on the matter. He then spoke of the numerous terms he has served with different parish presidents and that there had never been this problem before. Mr. Lorraine continued to speak on the matter briefly. He then voiced his reasons as to why the Council should be able to speak to employees but not direct them. Mr. Lorraine continued to speak on the matter. President Randolph referred back to her example given earlier and stated that nothing had been accomplished during the trip taken as none of the task had been completed. She then stated that she felt that they had been very generous and had given the Council a list of contact persons to whom they could speak to about any particular issue, giving a few examples. President Randolph stated that that made sense to her and that was how business was done and how government was handled. She stated that there were several persons that could be spoken to to accomplish what was wanted. President Randolph said that if Mr. Lorraine wanted to find out when a road would be done there were employees that could be called to find that out, saying that it was not just the engineer that had that information. She stated that the employees of the Parish had that information. Mr. Toups stated that he agreed with Mr. Lorraine in that the Council needed to be able to talk to employees. He said that he had sent a resolution to the Administration approximately four (4) to five (5) months prior to add the foremen of the field offices to the contact list. Mr. Toups stated that the Council could still not speak to the foremen of the field offices. He said that he would agree with Mr. Lorraine in that the Council should be able to speak to who they wanted to but that the employees could not be told what to do. He continued to briefly speak on the matter. Mr. Toups reiterated that the Council had asked the Administration to add the foremen on the contact list but that it had never been done, to which President Randolph stated that she was not going to. A brief discussion ensued. Mr. Atzenhoffer then voiced that when something like this was looked at that he thought that everyone needed to be somewhere in the middle. He then gave an example of when he traveled the area while it was raining and he would call the field office and advise of clogs, etc. He continued to briefly speak on the matter and also the inclusion of someone from the Administration when he spoke to or rode with an engineer. Mr. Atzenhoffer said that the Council should be able to speak to field office foremen but added that if he called the field office and the foreman answered the phone he would not hang up. He said that if someone answered the phone that the Council should talk to them. Mr. Atzenhoffer voiced his thoughts that this was being blown out of proportion and was trying to completely change the Home Rule Charter. He then likened the situation to a pendulum and elaborated on the same. Mr. Atzenhoffer suggested that maybe looking at a change of words was needed and that maybe the word "interfere" was the word that had everyone scared. He continued to speak on the matter in detail. Mr. Atzenhoffer said that he did not take work orders from constituents and explained that he would give the constituent the name and number of the correct person to contact. He said that that way the constituent could follow up on the matter and would know that the call had been made. Mr. Atzenhoffer stated that this matter

needed to be looked at as adults and that possibly a word or two needed to be changed, but voiced that the whole section did not need to be destroyed. President Randolph pointed out that when Mr. Atzenhoffer had reported a problem to the field office foreman that he was reporting a problem, which she said made sense to her. She said that there was nothing about what Mr. Atzenhoffer had done that had been wrong, saying that he was doing his job. President Randolph said that the foreman was being told of a street that was clogged and needed addressing but that Mr. Atzenhoffer had not told him that he had to go at the present moment and take of the problem. President Randolph stated that that was the proper way to do it and was the civil way to do this. She said that unfortunately there were some who called the field offices and told the employees what to do. President Randolph stated when that happened then there were employees who became confused as to whom they should be reporting to. She stated that was the problem. President Randolph stated that when there were three (3) different people telling one (1) employee what to do that nothing would be accomplished. She stated that was something that had been included in the first Charter and was not new. Mr. Toups stated that Mr. Atzenhoffer had just said that he had called the field office foreman but pointed out that the foreman was not on the list. He then asked if the law was being broken if the Council called the foremen of the field offices? President Randolph stated that if a flooding situation was being seen a councilman could call anyone he wanted to. Mr. Toups then commented on the amount of people that he had advised to call the field offices themselves and who would tell him that was the reason they had elected him and would also question as to why he could not call. A brief discussion ensued on that matter. Mr. Toups continued to voice that he was sure that there were a lot of the Councilmen who had been questioned as to not being able to call the field offices and the wanting of the constituents to have the Councilmen call the field offices. President Randolph stated that the Council could call the field offices and that the telephone numbers were included on the list. Mr. Toups clarified that President Randolph was advising him that he could call the field offices. President Randolph asked if Mr. Toups had looked at the list and had seen the list, to which Mr. Toups responded yes. President Randolph stated that the field office numbers were on the list. Mr. Toups clarified that the foreman was not included on the list. President Randolph voiced that was correct because that foreman was supposed to be out on the road and pointed out that reporting of a problem was being talked about and that that could be told to the employee who answered the phones. Discussions then began with regards to the phone lines being transferred over from one field office to another and that phone calls were not being returned. President Randolph asked if the work orders were getting through, to which Mr. Toups responded, saying that a lot of the times he would call the field office and that it was transferred to some other field office. He said that he would leave a phone number to be called back at but that he would never get a return phone call. President Randolph asked that Mr. Toups report those instances to her. **Discussions continued on the matter, with President Randolph stating that she would look into the matter.** Mr. Toups then inquired as to whether that situation had happen to any of the other councilmen. After being questioned, Mr. Gouaux responded yes, and said that if it was a crucial item he would contact Mr. Ray Cherie. Mr. Toups then commented that Mr. Cherie was often on the road also. President Randolph stated that Mr. Cherie's phone number was on the list. Chairman Lasseigne pointed out that no decisions would be made on this matter at the current meeting. Mr. Lorraine then spoke in detail of his confusion when the parish president was saying that the Council could call and then was being told they could not call. He then explained in detail the way he did work orders and the information contained in them. Mr. Lorraine then spoke of his frustration when the work orders he sent had nothing done on them for several months. He continued to speak on the matter at length, as well as the frustration he incurs. Chairman Lasseigne stated that he thought that this matter just needed to be cleared. Mr. Lorraine stated that something could be worked out on this matter. Chairman Lasseigne stated that he was aware that everyone was frustrated and suggested that this be discussed

some more as well as looking further into the matter. A brief discussion ensued.

Mr. Williams left the meeting at 6:51 p.m.

The next item on the agenda to be discussed was Mr. Lorraine's proposed Home Rule Charter change pertaining to Article III, Section 3, *The Executive Branch*. Mr. Lorraine stated that this item had already been discussed.

Chairman Lasseigne stated that the proposed Home Rule Charter change pertaining to Article III, Section 11, *Vacancy* had been *withdrawn*.

The next item to be discussed was a proposed Home Rule Charter change submitted by Mr. Michael Matherne pertaining to Article III, Section 2, *G. Term of Office*. Mr. Matherne stated that people liked term limits. Mr. Atzenhoffer asked for clarification as to whether the change was four (4) terms for Council and four (4) terms for Parish President, to which Mr. Matherne stated that was correct. Mr. Gouaux inquired as to whether this change would be retroactive, to which Mr. Matherne stated no. He explained that his intent was to allow someone sixteen (16) years as a council member at a maximum and sixteen (16) years as the parish president at a maximum. A brief discussion ensued.

Discussions then began on the proposed Home Rule Charter change submitted by Mr. Mark Atzenhoffer pertaining to Article IV, Section 4(B)(5), *Civil Service*. Mr. Atzenhoffer explained that the Home Rule Charter stated for any other director or department that sixty (60) days were given in order to fill a vacancy. He said that had not happened in the case of the vacancy of the Civil Service Director. Mr. Atzenhoffer stated that he thought it prudent to put this on the same level as other departments and other directors. He said that our current Civil Service Director had terminated employment as of November and that the vacancy had not been filled to date. Chairman Lasseigne asked what would be the ramifications if the vacancy was not filled, to which Mr. Toups suggested removing the board in charge. Mr. Atzenhoffer stated that a penalty phase would have to be created through the Code of Ordinances. Mr. Toups then inquired as to why a Civil Service Director had not been selected as of the current time? Mr. Atzenhoffer stated that the Civil Service Board had not met yet. Discussions continued on the matter. Mr. Lorraine asked if the Civil Service Director position had been advertised for, to which Mr. Atzenhoffer stated yes and that there had been several applications. Mr. Lorraine clarified that no action had been taken on the matter. Mr. Atzenhoffer stated that to the best of his knowledge the board had been trying to get to a comfortable number of applicants to interview. He said that the taking of applications had probably been closed for sixty (60) days if not more.

Discussions then began on a proposed Home Rule Charter change submitted Mrs. Sheila Boudreaux, Council Clerk, pertaining to Article III, Section 2, *J Legislative Employees*. Mrs. Boudreaux explained that when the Home Rule Charter was done none of the Legislative employees had been Civil Service but that they were now at the present time. She explained that the way the section was written in the current Charter did not reflect the rules and regulations pertaining to Civil Service employees. Mrs. Boudreaux stated that this change would be for a point of clarification. Mr. Atzenhoffer sought clarification that this would put the Legislative employees at the same level as any other department, to which Mrs. Boudreaux responded in the affirmative. Mrs. Boudreaux said that the Legislative Civil Service employees would follow the same set of rules as the Executive Branch. A brief discussion ensued.

The next item for discussion was a proposed Home Rule Charter change submitted by Mr. Gouaux pertaining to Article III, Section 2, *J. Legislative Employees, 4. Terms of Employment*. This matter had been previously discussed.

The next item for discussion was a proposed Home Rule Charter change submitted by Mr. Mark Atzenhoffer pertaining to Article VI, Section 7, regarding the Annual Audit. Mr. Atzenhoffer stated that this matter had been previously discussed. He stated that he would look further into the

matter and would speak with Mr. Morvant regarding the proposed change.

The next item for discussion was a proposed Home Rule Charter change submitted by Mrs. Sheila Boudreaux, Council Clerk pertaining to Article VI, Section 1, E *Council Action on the Submitted Budgets*, 4. *Enactment of the Budgets by the Council*. Mrs. Boudreaux explained that both the Council Chairman and the Council Clerk had to sign ordinances and that the requirement of her signature had been left out of the section pertaining to the signing of the budget.

Mr. Atzenhoffer inquired as to what the next step time wise and as to when the ordinances had to be introduced so that the changes could be gotten to the voters? Various months were given, and a brief discussion ensued. **Chairman Lasseigne asked that Mrs. Boudreaux mail out again the list depicting the date time line regarding the proposed Home Rule Charter changes.** Mr. Atzenhoffer suggested that all of these be done by the first meeting of May, that being May 8, 2007, for introduction so that they could be voted on at the second meeting of May, that being May 22, 2007. Chairman Lasseigne briefly commented on the various dates regarding deadlines on this matter and stated that June 19th was the deadline to get the ordinances to the Bond Commission for review and approval. Mr. Atzenhoffer reiterated that if these were done for introduction at the first meeting of May, with the vote taking place at the second meeting of May, that if there was a veto there would still be sufficient time to meet the June 19th deadline. Mr. Lorraine pointed out that vetoes could not be done on this matter but added that a two-thirds vote was needed for the change and/or changes to carry.

Chairman Lasseigne stated that Ms. Pat Matherne has submitted a proposed Home Rule Charter change pertaining to variances recommended by the Planning Commission as to the variances would not be required to receive approval through the ordinance form. Chairman Lasseigne stated that the reason given for the proposed change was that going through the ordinance form for approval delayed the developer. Mrs. Matherne explained that with the current process what happened was that the variance went before the Planning Commission for recommendation to the Council. She said that variances were allowed for in the Subdivision Regulations. Mrs. Matherne continued to speak in detail of the process needed for the variance to become an ordinance, explaining that time involved was about one (1) month to go before the Planning Commission and another two (2) months, depending on when it was advertised, for it to be finalized. She explained that this sometimes held back developers depending on what the variance being requested was for. Mrs. Matherne commented on only being able to find something in the Charter regarding this matter on page 18, under Article V, *Ordinances, Resolutions and Motions*. She asked that because the subdivision regulations was an adopted ordinance and any changes to the Subdivision Regulations had to be done by ordinance did they still have to apply ordinance form when someone required a variance? Mrs. Matherne stated that she had spoken to the Council Clerk previously and that the Council Clerk had mentioned something about a substantive resolution, adding that she was not clear on what that meant. She asked if there was another procedure that could be used to do variances, commenting that prior to the current administration the process had not been handled the same way. She explained that they previously submitted the recommendation for the variance to the Council and the Council either approved it or denied it, adding that the variance would never go through any type of ordinance process. Mr. Atzenhoffer explained that a substantive resolution was a resolution that carried the force and effect of law. He stated that he thought the Council needed to have a voice in variances but that changing it from an ordinance to a substantive resolution could be done through the Code of Ordinances. He stated that he thought that would allow the Council to have a voice in the matter but that it would take the time frame of one meeting. He said that there would not have to be an introduction of the variance. Chairman Lasseigne stated he would think that the Council would have to have a voice with regards to variances, to which Mrs. Matherne agreed, stating that it was the Council who would be recommending or denying the variance. Chairman Lasseigne stated that they could speak to Mr.

Morvant regarding the matter. Mrs. Matherne explained that she was only looking for a shorter process in which to have the variance approved or denied. A brief discussion ensued.

Mr. Atzenhoffer stated that he thought that there had been one more proposed Home Rule Charter change with regards to prohibitions and the Executive Branch. Mr. Atzenhoffer inquired as to whether that had been given to everyone, to which the Council Clerk stated no and then asked if that would not be in conjunction with a previous proposed change? Mr. Atzenhoffer stated that just so that it was known, it would be merged and that it had been discussed in general. He stated that what it would allow the Council Clerk to have a department head status over her employees separate from the Executive Branch. Mr. Atzenhoffer stated that previously the legislative employees were not Civil Service but now that they were they would technically fall under the Executive Branch. He said that this was to make sure that there was a clear chain of command.

Discussions then began with regards to flyers that had been submitted to the Council members and the Lafourche Parish Bicentennial Celebration scheduled for March 31, 2007.

ADJOURNMENT

On **motion** by Mr. Mark Atzenhoffer and seconded by Mr. Lindel Toups, and with no further business, the Lafourche Parish Council Meeting of March 20, 2007 **adjourned** at 7:18 p.m.

TOMMY LASSEIGNE, CHAIRMAN
LAFOURCHE PARISH COUNCIL

SHEILA B. BOUDREAUX, COUNCIL CLERK
LAFOURCHE PARISH COUNCIL