
TERREBONNE PARISH COUNCIL

COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Ms. Kim Chauvin	Chairman
Mr. Steve Trosclair	Vice-Chairman
Mr. Brien Pledger	Member
Mr. Carl Harding	Member
Mr. Clayton Voisin, Jr.	Member
Mr. John Amedee	Member
Mr. Kevin Champagne	Member
Mr. Clyde Hamner	Member
Mr. Daniel Babin	Member



In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Tammy E. Triggs, Council Clerk, at (985) 873-6519 describing the assistance that is necessary.

AGENDA

February 26, 2024
5:30 PM

Robert J. Bergeron Government Tower Building
8026 Main Street
2nd Floor Council Meeting Room
Houma, LA 70360

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. Individuals addressing the Council should be respectful of others in their choice of words and actions. Thank you.

ALL CELL PHONES, PAGERS AND ELECTRONIC DEVICES USED FOR COMMUNICATION SHOULD BE SILENCED FOR THE DURATION OF THE MEETING

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. **RESOLUTION:** Amending Resolution No. 23-455, that established the Terrebonne Parish Council meeting dates for the FY 2024, to change the second Council Meeting for the month of February 2024 to Tuesday, February 27, 2024, due to the Council attendance at the 2024 Police Jury Annual Convention.
2. **RESOLUTION:** Authoring the Parish President to execute a Cooperative Endeavor Agreement between the Terrebonne Parish Consolidated Government and the Terrebonne Council on Aging.
3. Amend the condemnation order adopted October 24, 2023, on the residential mobile home structure located at

438 Ann Carol Street, owned by Howard P. and Sue Ellen Duplechin by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

4. Amend the condemnation order adopted October 24, 2023, on the residential structure located at 6160 North Bayou Black Drive, owned by Daniel L. and Kimberly A. Smith by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.
5. Amend the condemnation order adopted October 24, 2023, on the residential structure located at 6751 Shrimpers Row, owned by Robert N. Meade by extending the deadline to demolish and/or remove from January 31, 2024, to July 23, 2024.
6. Amend the condemnation order adopted October 24, 2023, on the residential and accessory structures located at 308 Richard Drive, owned by Ralph J. Lirette, Jr. and Nellie Lirette by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.
7. Amend the condemnation order adopted October 24, 2023, on the residential structure located at 210 Saint Paul Street, owned by Lathem Homes, LLC by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.
8. Amend the condemnation order adopted October 24, 2023, on the residential and accessory structures located at 116 Leona Street, owned by Jarrell P. Melancon by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.
9. Amend the condemnation order adopted October 24, 2023, on the residential structure located at 7217 Park Avenue, owned by Rochelle Boudreaux Cochran and Bridget Boudreaux Bourgeois by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.
10. Amend the condemnation order adopted October 24, 2023, on the residential mobile home structure located at 801 Oak Street, owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin and Beverly Chauvin Findley Newman by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.
11. Adjourn

Category Number:
Item Number:



Monday, February 26, 2024

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:



Monday, February 26, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.



Monday, February 26, 2024

Item Title:

Amend FY 2024 Meeting Date

Item Summary:

RESOLUTION: Amending Resolution No. 23-455, that established the Terrebonne Parish Council meeting dates for the FY 2024, to change the second Council Meeting for the month of February 2024 to Tuesday, February 27, 2024, due to the Council attendance at the 2024 Police Jury Annual Convention.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Resolution	2/20/2024	Cover Memo

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Amend Resolution No. 23-455

PROJECT SUMMARY (200 WORDS OR LESS)

A resolution amending Resolution No. 23-455, that established the Terrebonne Parish Council meeting dates for the FY 2024, to change the date for the second Council Meeting for the month of February to Tuesday, February 27, 2024, due to the attendance at the 2024 Police Jury Annual Convention.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECTALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

**IF YES AMOUNT
BUDGETED:**

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

John Amedée

02/20/24

Signature

Date

OFFERED BY:
SECONDED BY:

RESOLUTION NO. 24-

A resolution amending Resolution No. 23-455, that established the Terrebonne Parish Council meeting dates for the FY 2024, to change the date for the second Council Meeting for the month of February to Tuesday, February 27, 2024, due to the attendance at the 2024 Police Jury Annual Convention.

WHEREAS, with regards to meetings of the Terrebonne Parish Council, the Home Rule Charter for a Consolidated Government for Terrebonne Parish provides as follows:

“Sec.2-07. Council meetings and rules.

(a) The Council shall meet regularly at least twice a month at intervals of at least two (2) weeks at such times and places as the Council may prescribe....”: and

WHEREAS, the usual dates for these meetings are the second and fourth Wednesdays of each month; and

WHEREAS, due to certain ***holidays, meetings, and conferences** which conflict with these meeting dates, there are certain months during which meetings days/dates must be changed; and

WHEREAS, in order to provide the general public ample time to schedule attendance at the meetings of the governing body, the Council wishes to amend Resolution No. 23-455 to change the meeting schedule to change the Council Meeting date of Wednesday, February 28, 2024, to Tuesday, February 27, 2024.

NOW, THEREFORE BE IT RESOLVED, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that the Council’s Regular Session Meeting dates for 2024 shall be as follows:

January 10 th and 24 th	July 10 th and July 24 th
February 7 th and 27 th	August 14 th and 28 th
March 13 th and 27 th	September 11 th and 25 th
April 10 th and 24 th	October 16 th and October 30 th
May 15 th and 29 th	November 6 th and 20 th
June 12 th and 26 th	December 11 th and December 18 th

BE IT FURTHER RESOLVED that all Council Regular Session Meetings shall begin at 6:00 p.m. in the Robert J. Bergeron Government Tower Building located at 8026 Main Street, 2nd Floor Council Meeting Room, Houma, LA; and

BE IT FURTHER RESOLVED that the Council will schedule committee meetings on the Monday preceding the Council Regular Session Meetings; however, ****Committee meetings** may be scheduled on a different day and/or at a different time, as decided upon by the Council; and

BE IT FURTHER RESOLVED, that the Council meeting previously scheduled for Wednesday, February 28, 2024 be changed to Tuesday, February 27, 2024 due to the attendance at the 2024 Police Jury Annual Convention.

THERE WAS RECORDED:

YEAS: J. Amedée, C. K. Champagne, C. Hamner, D. Babin, K. Chauvin, S. Trosclair, B. Pledger, C. Harding, and C. Voisin, Jr.

NAYS: None.

NOT VOTING: None.

ABSTAINING: None.

ABSENT: None.

The Chairman declared the resolution adopted on this the 26th day of February 2024.

I, TAMMY E. TRIGGS, Council Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Assembled Council in Regular Session on February 27, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 28th DAY
OF FEBRUARY 2024.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, February 26, 2024

Item Title:

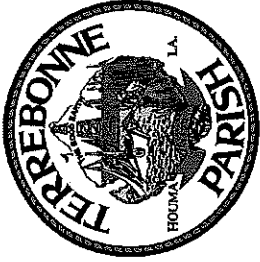
Cooperative Endeavor Agreement Between Terrebonne Parish Consolidated Government and Terrebonne Council On Aging

Item Summary:

RESOLUTION: Authoring the Parish President to execute a Cooperative Endeavor Agreement between the Terrebonne Parish Consolidated Government and the Terrebonne Council on Aging.

ATTACHMENTS:

Description	Upload Date	Type
Ex Summary	2/20/2024	Executive Summary
Resolution	2/20/2024	Resolution
Agreement	2/20/2024	Backup Material
Backup	2/20/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Cooperative Endeavor Agreement Between Terrebonne Parish Consolidated Government and Terrebonne Council On Aging	
PROJECT SUMMARY (200 WORDS OR LESS)	
A resolution authorizing the parish president to execute a cooperative endeavor agreement between the Terrebonne Parish Consolidated Government and the Terrebonne Council On Aging (TCOA).	
PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)	
An agreement with Terrebonne Parish Consolidated Government and Terrebonne Council On Aging to provide affordable rental housing to low-income elderly persons.	
TOTAL EXPENDITURE	
\$161,250.00	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
ACTUAL	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	YES
IF YES AMOUNT BUDGETED:	
\$ 161,250.00	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

Lyle Varnado

Signature

2/19/24

Date

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE A
COOPERATIVE ENDEAVOR AGREEMENT BETWEEN THE TERREBONNE
PARISH CONSOLIDATED GOVERNMENT AND THE TERREBONNE
COUNCIL ON AGING**

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “For a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and

WHEREAS, in partnership with Terrebonne Parish Consolidated Government, the Terrebonne Council on Aging (TCOA), utilizing millage funding received from TPCG, has developed the Tenant Based Housing Voucher Program (Program) to address the affordable housing needs of low-income elderly households in Terrebonne Parish; and

WHEREAS, TPCG addresses housing needs within Terrebonne Parish through its Department of Housing and Human Services which department agrees to manage the voucher Program on behalf of TCOA; and

WHEREAS, pursuant to Louisiana Constitution Art. 7, Section 14, the parties hereto believe that this voucher Program will constitute a social program for the elderly and thus justify the utilization of public funds necessary to implement the program; and

NOW THEREFORE BE IT RESOLVED that the Terrebonne Parish Consolidated Government hereby authorizes its Parish President to execute any and all documents necessary to effectuate this Cooperative Endeavor Agreement in accordance with substantially the same terms as the attached documents.

UPON VOTE TAKEN, THERE WAS RECORDED:

YEAS: _____

NAYS: _____

NOT VOTING: _____

ABSENT: _____

The Chair of the Terrebonne Parish Council declared this Resolution ADOPTED / NOT ADOPTED on this ____ day of _____, 2024.

CHAIR

I, _____, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the _____ on the _____ day of _____, 2024 subsequently ratified by the assembled Council in Regular Session on the ____ day of _____, 2024 at which meeting a quorum was present.

, COUNCIL CLERK

**COOPERATIVE ENDEAVOR AGREEMENT
BETWEEN
TERREBONNE COUNCIL ON AGING, INC.
AND
TERREBONNE PARISH CONSOLIDATED GOVERNMENT**

THIS COOPERATIVE ENDEAVOR AGREEMENT (“Agreement”) is made and entered into effective on the ____ th day of _____ 2024, by and between the

TERREBONNE COUNCIL ON AGING, INC., a non-profit corporation, organized under and pursuant to the laws of the State of Louisiana, herein represented by Michel H. Claudet, Executive Director of Terrebonne Council on Aging, Inc., (“TCOA”) acting through the authority granted by the attached Corporate Resolution: and

TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”), herein represented by its Parish President Jason W. Bergeron, acting through the authority granted by the Terrebonne Parish Council,

WITNESSETH

WHEREAS, Article VII, Section 14 of the Louisiana Constitution provides that, “[F]or a public purpose, the state and its political subdivisions or political corporations may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation or individual”; and

WHEREAS, in partnership with Terrebonne Parish Consolidated Government, the Terrebonne Council on Aging (TCOA), utilizing millage funding received from TPCG, has developed the Tenant Based Housing Voucher Program (Program) to address the affordable housing needs of low-income elderly households in Terrebonne Parish; and

WHEREAS, TPCG addresses housing needs within Terrebonne Parish through its Department of Housing and Human Services which department agrees to manage the voucher Program on behalf of TCOA; and

WHEREAS, pursuant to Louisiana Constitution Art. 7, Section 14, the parties hereto believe that this voucher Program will constitute a social program for the elderly and thus justify the utilization of public funds necessary to implement the program; and

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

I. Scope of Services and Payment Terms

1.1 TPCG, on behalf of TCOA, will provide adequate staffing to administer the voucher Program, subject to the terms and conditions set out in the TCOA Tenant Based Housing Voucher

Program guidelines (attached hereto and incorporated herein as Exhibit 1), which service includes determining program eligibility, taking applications, issuing vouchers, verifying property standards, determining rent reasonableness and verifying occupancy standards.

1.2 In accordance with Program guidelines, TCOA will fund twenty-five (25) vouchers for qualifying participants sixty (60) years of age or older which active vouchers shall entitle compliant Program participants to reasonable monthly installments of rent. TCOA may increase the number of funded vouchers up to fifty (50) active vouchers subject to the same terms as this Agreement. Active Vouchers must be recertified by TPCG on an annual basis consistent with the Program guidelines.

1.3 TCOA will reimburse TPCG for administering the voucher Program at a rate of seventy (\$70) Dollars a month for each active voucher.

1.4 For each active voucher, TPCG will make monthly rent payments to participating landlords on behalf of TCOA and on a monthly basis seek reimbursement from TCOA for the rents paid and for TPCG's administrative fees.

1.5 The parties agree that the maximum contract amount shall not exceed ONE HUNDRED SIXTY-ONE THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$161,250.00) inclusive of TPCG administrative fees totaling TWENTY-ONE THOUSAND AND 00/100 (\$21,000.00).

1.6 TPCG shall submit final invoices to TCOA within fifteen (15) days immediately following the termination of this Agreement.

II. Term of Agreement

2.1 The term of this Agreement shall commence upon execution and shall continue in effect for five (5) years, unless terminated as provided herein.

III. Termination for Cause

3.1 TCOA may terminate this Agreement for cause based upon the failure of TPCG to comply with the terms and/or conditions of the Agreement; provided that the TCOA shall give TPCG, written notice specifying TPCG's failure. If within thirty (30) days after receipt of such notice, TPCG shall not have either corrected such failure or, in the case which cannot be corrected within thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the TCOA may, at its option, place TPCG in default and the Agreement shall terminate on the date specified in such notice. The TCOA may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of this Agreement; provided that the TCOA shall give the TPCG

written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

IV. Termination for Convenience

4.1. Either party may terminate this Agreement, without cause or reason, at any time by giving thirty (30) days written notice to other party. Upon receipt of notice, TPCG shall, unless the notice directs otherwise, immediately discontinue the work in connection with the performance of this Agreement.

V. Confidentiality

5.1 TPCG shall abide by the laws and regulations concerning confidentiality which safeguard information and client confidentiality. Information obtained shall not be used in any manner except as necessary for the proper discharge of TPCG's obligations.

VI. Appropriation of Funds

6.1 This contract is subject to and conditioned upon the availability and appropriation of TPCG funds; and no liability or obligation for payment will develop between the parties until the contract has been approved by required authorities of the Parish; and if contract exceeds \$30,000.00 the Terrebonne Parish Council must ratify the approval of the Parish President to enter into the agreement.

6.2 The continuation of this contract is contingent upon the appropriation of funds from the TPCG to fulfill the requirements of the contract. If the TPCG fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the Parish President or by any other means provided in the TPCG Home Rule Charter or Louisiana Budget Act, to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first budget year for which funds are not appropriated.

VII. Assignment and Subcontracts

7.1 TPCG shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the TCOA, provided however, that claims for money due or to become due to the TPCG from the TCOA may be assigned to a bank, trust company, or other financial institution without prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the TCOA.

7.2 TPCG shall not enter into any subcontract for work or services contemplated under this contract without obtaining prior written approval of the TCOA. Any subcontracts approved by the TCOA shall be subject to conditions and provisions as the TCOA may deem necessary; provided, however, that notwithstanding the foregoing, unless otherwise provided in this contract, such prior

written approval shall not be required for the purchase by the TPCG of supplies and services which are incidental but necessary for the performance of the work required under this contract. No subcontract shall relieve the TPCG of the responsibility for the performance of contractual obligations described herein.

VIII. Audit Clause

8.1 TCOA shall have the option of auditing all accounts pertaining to this contract during the contract and for a five (5) year period following final payment. TPCG grants the TCOA the right to inspect and review all books and records pertaining to services rendered under this contract, and further agrees to guidelines for fiscal administration as may be promulgated by the TCOA. Records will be made available during normal working hours.

IX. Amendments

9.1 Any alteration, variation, modification, or waiver of provisions of this contract shall be valid only when reduced to writing, as an amendment duly signed, and approved by required authorities of the TPCG and TCOA; and, if contract modification exceeds \$30,000.00 approved by the Terrebonne Parish Council, on behalf of the Parish. Budget revisions approved by both parties in cost reimbursement contracts do not require an amendment if the revision only involves the realignment of monies between originally approved cost categories.

X. Discrimination Clause

10.1 TPCG hereby agrees to adhere as applicable to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990 as amended; the Rehabilitation Act of 1973 as amended; Sec. 202 of Executive Order 11246 as amended, and all applicable requirements imposed by or pursuant to the regulations of the U. S. Department of Health and Human Services. TPCG agrees not to discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran, veteran status, sexual orientation, or any other non-merit factor.

XI. Fiscal Responsibilities

11.1 TPCG hereby agrees that the responsibility for payment of taxes from the funds received under this contract shall be TPCG's. The TPCG assumes responsibility for its personnel providing services hereunder and shall make all deductions for withholding taxes, and contributions for unemployment compensation funds, and shall maintain, at TPCG's expense, all necessary insurance for its employees, including but not limited to automobile insurance, workers' compensation and general liability insurance.

11.2 No funds provided herein shall be used to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition or any election ballot or a proposition or matter having the

effect of law being considered by the legislature or any local governing authority. Contracts with individuals shall be exempt from this provision.

XII. Records

12.1 TPCG agrees to retain all books, records and other documents relevant to the contract and funds expended there under for at least **five (5) years** after final payment

12.2 All records, reports, documents and other material delivered or transmitted to TPCG by the TCOA shall remain the property of the TCOA, and shall be returned by TPCG to the TCOA, at TPCG's expense, at termination or expiration of this contract. All records, reports, documents, or other material related to this contract and/or obtained or prepared by TPCG in connection with the performance of the services contracted for herein shall become the property of the TCOA, and shall, upon request, be returned by TPCG to the TCOA, at TPCG's expense, at termination or expiration of this contract.

XIII. Insurance

13.1 The TPCG shall procure and maintain for the duration of this agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the terms of this agreement by the TPCG or, its agents' representatives, employees or drivers.

13.1.1 Minimum Limits of Insurance

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
2. Automobile Liability: \$500,000 combined single limit per accident, for bodily injury and property damage.
3. Workers' Compensation Insurance to meet the applicable statutory requirements and Employers' Liability insurance with limits of not less than \$1,000,000 and shall include:
 - a. Alternate Employer Endorsement
 - b. Voluntary Compensation Endorsement
4. Professional Liability: \$1,000,000 per claim, \$2,000,000 annual aggregate.

13.1.2 Other Insurance Provisions

1. The policies are to contain, or be endorsed to contain the following provisions:
 - a. Each receiving party is to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the insuring party; products and completed operations of the insuring party; vehicles owned, occupied or used by the insuring party. It is understood that the

business auto policy under “who is insured” automatically provides liability coverage in favor of each party named as “additional insured.”

b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to each receiving party.

c. The receiving party’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

d. All policies of insurance shall, where applicable, favor all receiving parties with a waiver of subrogation

2. Workers’ Compensation and Employers Liability Coverage: The insuring party’s and the insurer shall agree to waive all rights of subrogation against each “additional insured” party, its officers, officials, employees and volunteers for losses arising from work performed by the insuring party for each “additional insured” party.

3. All Coverages

a. Each insurance policy required by this article shall be endorsed to state that coverage shall not be suspended, voided, cancelled by any party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to each party listed as “additional insured.”

b. All policies above endorsed to be primary coverage to any other coverage.

c. Coverages should be endorsed to cover proper “territory” of operations.

13.1.3 Acceptability of Insurers: Insurance is to be placed with insurers authorized in Louisiana, with a Best’s rating of no less than A-V1.

13.1.4 Verification of Coverage: The parties to this agreement shall furnish to each other party certificates of insurance effecting coverage required by this article. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the receiving party before work commences. Each party reserves the right to require complete, certified copies of all required policies, at any time.

13.1.5 Deductibles and Self-Insured Retentions

ANY DEDUCTIBLES OR SELF-INSURED RETENTIONS MUST BE DECLARED TO AND APPROVED BY THE TCOA. Prior to entering into this agreement, and at the

option of TCOA, either, The TCOA shall accept and approve the deductible or self-insured retention.

The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects TCOA.

TPCG shall procure a bond guaranteeing payment for losses and related investigations, claim administration and defense expenses.

XIV. Hold Harmless and Indemnification

14.1 TPCG agrees to defend, indemnify, save and hold harmless the TCOA, all TCOA departments, agencies, boards, its officers, agents, servants, employees, and agents, including volunteers (hereinafter referred to as "TCOA"), from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of TPCG its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TCOA as a result of any such claim, demands, and/or causes of action; except that the indemnity provided in this agreement shall not apply to any liability resulting from the sole negligence of TCOA, and in the event of joint and concurrent negligence of both TPCG and TCOA, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the TCOA under Louisiana law and without waiving any defenses of the parties hereto; and, TPCG further agrees to investigate, handle, respond to, provide defense for and defend any such claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of the TCOA.

14.2 TCOA agrees to defend, indemnify, save and hold harmless the Terrebonne Parish Consolidated Government, all TPCG departments, agencies, boards, and commissions, its officers, agents, servants, employees, and agents, including volunteers (hereinafter referred to as "TPCG"), from and against any and all claims, demands, expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, which may occur or in any way grow out of any act or omission of TCOA its agents, servants, employees, or assigns, and any and all costs, expenses and/or attorneys' fees incurred by TPCG as a result of any such claim, demands, and/or causes of action; except that the indemnity provided in this agreement shall not apply to any liability resulting from the sole negligence of TPCG , and in the event of joint and concurrent negligence of both TPCG and TCOA, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Louisiana, without, however, waiving any governmental immunity available to the TPCG under Louisiana law and without waiving any defenses of the parties hereto; and, TCOA further agrees to investigate, handle, respond to, provide defense for and defend any such

claim, demand or suit, at its sole expense, even if it (the claim, etc.) is groundless, false, or fraudulent; this indemnification shall not apply to any strict liability of the TPCG.

XV. Severability

15.1 If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XVI. Superseding Clause

16.1 TPCG and TCOA agree that the current contract supersedes all previous contracts, negotiations, and all other communications between the parties with respect to the subject matter of the current contract.

XVII. Governing Law

17.1 Any contract disputes will be interpreted under applicable Louisiana laws and regulations in Louisiana administrative tribunals or district courts as appropriate.

XVIII. Notices

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

Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70361

Michel H. Claudet, Executive Director
Terrebonne Council on Aging
P.O. Box 8036
Houma, LA 70361

THUS, DONE AND SIGNED effective this _____ day of _____,
2024, in the presence of the undersigned witnesses after a due reading of the whole.

WITNESS:

**TERREBONNE PARISH
CONSOLIDATED GOVERNMENT**

/s/ _____
Print name:

/s/ _____
Jason W. Bergeron
Parish President

/s/ _____
Print name:

THUS, DONE AND SIGNED effective this _____ day of _____,
2024, in the presence of the undersigned witnesses after a due reading of the whole.

WITNESS:

TERREBONNE COUNCIL ON AGING, INC.

/s/ _____
Print name:

/s/ _____
Michel H. Claudet, Executive Director

/s/ _____
Print name:

Exhibit 1



TERREBONNE COUNCIL ON AGING TENANT BASED HOUSING VOUCHER PROGRAM

The Terrebonne Council on Aging (TCOA) Tenant Based Housing Voucher Program (program) has been developed to address the affordable housing needs of low-income elderly households. The Terrebonne Parish Consolidated Government (TPCG) Department of Housing and Human Services manages the program on behalf of TCOA under a Cooperative Endeavor Agreement.

Eligible Forms of Assistance

- Monthly rent
- Utility subsidy

Eligibility Requirements

- The applicant(s) must be 60 years of age or older, a resident of Terrebonne Parish and have a referral from the Terrebonne Council on Aging Shady Lane Apartments management.
- Household income must not exceed 60% of median income as determined by the Department of Housing Urban Development's income guidelines for Terrebonne Parish.
- The applicant(s) family composition shall not exceed two people, with the exception of a live-in aide approved by TPCG.

Application for Admission

Applications will be taken at the Housing & Human Services Department by appointment only. A letter of referral from Terrebonne Council on Aging Shady Lane Apartments management must be provided at the time of application.

Waiting List

If the program capacity has been maximized, applicants will be placed on a waiting list based on date and time of application.

Term of Assistance

Rent and Utility Assistance shall continue regularly subject to the following conditions:

- The participant remains income eligible.

- The participant is in compliance with Program policy guidelines.
- Appropriation of funding remains available.

Occupancy Standards

A TCOA housing voucher shall not exceed two bedrooms. One bedroom will be assigned for a single and two person family with the following exceptions:

- Persons other than legal or common law spouses (i.e., siblings).
- Live-in aide

Live-in aide means a person who resides with one or more elderly persons, or persons with disabilities that meets the following criteria:

- is determined to be essential to the care and well-being of the persons; **and**
- is not obligated for the support of the persons; **and**
- would not be living in the unit except to provide the necessary supportive services.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a participant family, upon their death.

A request for a live-in aide must be made in writing and accompanied by verification from a certified professional that the live-in aide is essential for the care and well-being of the elderly or disabled family member. For continued approval, the family must submit a new written request at each annual eligibility reexamination. In addition, the family and live-in aide will be required to sign a certification form stating that the live-in aide is not obligated for the support of the person(s) needing the care; would not be living in the unit except to provide the necessary supportive services; was not part of the household prior to receiving program assistance; there is no other reason for the aide to reside in the unit (i.e. the individual can demonstrate they have a previous residence they left in good standing); and the aide and the participant will maintain separate finances.

Occupants must be 60 years of age or older with the exception of a live-in aide.

Rental Assistance Voucher

The voucher, once issued, shall be valid for a rental unit within the boundaries of Terrebonne Parish for a period of 60 calendar days from the date of issuance. The participant must submit a ***Request for Unit Approval*** within the sixty-day period unless an extension has been granted by TPCG.

To apply for an extension, the participant must submit a request in writing on or before the original expiration date. If the voucher has expired and has not been extended by

TPCG, the participant will be denied assistance and will not be entitled to a review or hearing.

Extensions are permissible at the discretion of TPCG and are issued in 30-day increments up to a maximum of 60 days.

Extensions will be granted primarily for the following reasons:

- Extenuating circumstances such as hospitalization or a family emergency have affected the participant's ability to find a unit within the initial sixty-day period. Written verification must be submitted with the extension request.
- TPCG is satisfied that the participant has made a reasonable effort to locate a unit. A completed search record must be submitted with the extension request.
- The participant was unsuccessful locating a unit that is disability accessible. A completed search record must be submitted with the extension request.

Property Standards

Housing must meet Housing Quality Standards (HQS). TPCG will inspect units selected upon receipt of an approved ***Request for Unit Approval*** executed by both the landlord and program participant. No contracts/leases shall be signed until the inspected units have been approved by TPCG. TPCG shall not make any payments without a passed inspection. Participants that sign a contract/lease and/or move into a unit prior to TPCG authorization shall be entirely responsible for all rental payments.

Payment Standard and Rent Reasonableness

The payment standard (maximum monthly subsidy payment allowed) shall be equal to or lesser than the Fair Market Rents established by the Department of Housing and Urban Development for the Houma/Bayou Cane/Thibodaux MSA which includes an allowance for utilities. If all utilities are included in the rent, there is no allowance for utilities and the landlord shall receive the entire payment standard.

Rent must also be considered reasonable based on rents charged for comparable unassisted units in the same area regardless of the payment standard. TPCG shall disapprove the lease if the rent is not considered reasonable.

Calculation of Tenant Payment

The Section 8 rental certificate method will be used to determine the total tenant payment (TTP). This method determines a fixed TTP that is calculated by a formula. The formula for computing the TTP under the certificate method requires the participant to pay the greatest of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly annual (gross) income; or
- Welfare rent (which applies only to welfare recipients).

Both the TTP and the TCOA subsidy will be rounded to the nearest dollar.

Housing Assistance Payments to Landlords

The TCOA Program pays the difference between the participant's share and the approved rent for the unit directly to the landlord. Payment processing is scheduled to ensure delivery by the first of every month.

Lease Conditions

The term between the tenant and the owner must be at least one year. ***The lease may not contain the following provisions:***

- Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
- Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
- Agreement by the tenant to waive a trial by jury;
- Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision; or
- Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.

Recertifications

Tenant payments shall be recertified on an annual basis utilizing the method described under **Calculation of Tenant Rent** above. Recertification shall also require the rental unit to pass the HQS inspection.

Termination of Tenancy

During the term of the lease, the landlord may not terminate the tenancy except for grounds allowed by the TCOA Program. Such grounds include:

- Serious or repeated violations of the lease, including but not limited to failure to pay rent or other amounts due under the lease, or repeated violation of the terms and conditions of the lease; or

- Violations of federal, state or local law that impose obligations on the tenant in connection with the occupancy or use of the premises; criminal activity by the participant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents or persons residing in the immediate vicinity of the premises; or any drug related criminal activity on or near the premises.

If the landlord has grounds to terminate the lease, the landlord must provide proper notice as stated in the lease. Termination of the lease requires thirty (30) day notice of termination of tenancy. Grounds to terminate shall cause the participant to relinquish assistance.

If an eviction is not due to a serious or repeated violation of the lease, and TPCG has no grounds for termination of assistance, a new voucher may be issued to allow the participant to move to another unit.

Participant Moves

A participant may move from a unit without interruption of assistance if one of the following conditions apply:

- The current lease has terminated because TPCG has terminated the contract for landlord breach, or the lease was terminated by mutual agreement of the landlord and participant.
- The landlord has given the participant notice to vacate, has commenced an action to evict the participant, or has obtained a court judgement or other process allowing the owner to evict the participant.
- The participant has given proper notice of lease termination according to the terms and conditions of the lease to the landlord and TPCG.

Absence from Unit

The participant shall occupy the unit as a primary residence. If the participant is institutionalized (medical institution or jail), rental assistance may continue for up to 180 days. If the participant abandons the unit for any other reason for 30 days or more, assistance will be terminated.

Grievance/Appeal Policy

Upon receipt of a written notice of termination from the program, the participant may request an informal review/fair hearing. The request must be in writing and received by the participant's case manager not later than 10 calendar days from the date of written notice of action by TPCG.

Upon receipt of the request for informal review/fair hearing, the case manager shall schedule and send written notice of the informal review within 10 calendar days of the participant's request.

Informal reviews will be conducted by a certified Fair Hearing Officer that is not a TCOA Tenant Based Housing Voucher Program employee. During the review/ hearing, the participant will be given an opportunity to present written and/or oral objections to the termination of assistance. Upon completion of the review, the Fair Hearing Officer shall notify the participant of his/her decision in writing within 10 days.

If the termination is overturned as a result of the informal review, the participant will be notified in writing and assistance will be reinstated immediately. If the participant fails to appear for the hearing, the termination will stand and the participant will be notified in writing.

Record Retention

All records will be retained for at least 5 years.

Waivers and Exceptions

Any and all policy waivers or special exceptions shall be made at the sole discretion of the Terrebonne Council on Aging Executive Director.



TERREBONNE COUNCIL ON AGING TENANT BASED HOUSING VOUCHER PROGRAM

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- The applicant(s) family composition shall not exceed two people, with the exception of a live-in aide approved by TPCG.

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Waiting List

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Occupancy Standards

A TCOA housing voucher shall not exceed two bedrooms. One bedroom will be assigned for a single and two person family with the following exceptions:

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- Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold or sell the personal property of household members without notice to the tenant and

- a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
- Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
 - Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
 - Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
 - Agreement by the tenant to waive a trial by jury;
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- Violations of federal, state or local law that impose obligations on the tenant in connection with the occupancy or use of the premises; criminal activity by the participant, any member of the household, a guest or another person under the tenant's control that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents or persons residing in the immediate vicinity of the premises; or any drug related criminal activity on or near the premises.

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Informal reviews will be conducted by a certified Fair Hearing Officer that is not a TCOA Tenant Based Housing Voucher Program employee. During the review/hearing, the participant will be given an opportunity to present written and/or oral objections to the termination of assistance. Upon completion of the review, the Fair Hearing Officer shall notify the participant of his/her decision in writing within 10 days.

If the termination is overturned as a result of the informal review, the participant will be notified in writing and assistance will be reinstated immediately. If the participant fails to appear for the hearing, the termination will stand and the participant will be notified in writing.

Record Retention

All records will be retained for at least 5 years.

Waivers and Exceptions

Any and all policy waivers or special exceptions shall be made at the sole discretion of the Terrebonne Council on Aging Executive Director.

Category Number:
Item Number: 3.



Monday, February 26, 2024

Item Title:

Amend Condemnation Order - 438 Ann Carol

Item Summary:

Amend the condemnation order adopted October 24, 2023, on the residential mobile home structure located at 438 Ann Carol Street, owned by Howard P. and Sue Ellen Duplechin by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Backup	2/20/2024	Cover Memo

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Amend Condemnation Order – 438 Ann Carol

PROJECT SUMMARY (200 WORDS OR LESS)

Amend the condemnation order adopted October 24, 2023, on the residential mobile home structure located at 438 Ann Carol Street, owned by Howard P. and Sue Ellen Duplechin by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

**IF YES AMOUNT
BUDGETED:**

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

John Amedée

02/20/24

Signature

Date

Mr. C. Harding moved, seconded by Mr. G. Michel, "THAT, the Council find the residential and accessory structures located 114 Saint Louis St., owned by (Estate) Jules J. Breaux & (Estate) Pat Breaux C/o Dean W. Breaux, Sr. per legal description,

A certain lot of ground situated in Terrebonne Parish, Louisiana, designated as Lot Nine (9) of Cenac & Wurzlów Subdivision, as per plan made by S.J. Achée, Jr., C.E., June 4, 1913, recorded in COB 62, Folio 397; said lot measuring sixty (60') feet front on the east side of St. Louis Street by depth between equal and parallel lines of one hundred thirty-five (135') feet more or less; together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes and appurtenances thereunto belonging or in anywise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structure by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. C. Harding.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the two residential structures located at 4448 Country Dr., owned by Floyd R. & Sylvia Bergeron Gray, noting the following:

- This matter was continued from the July 25, 2023 condemnation hearing.
- An inspection conducted on October 16, 2023, indicated the structures were demolished, deeming the structure to no longer be in a dilapidated and dangerous condition.

Mrs. Stewart stated that, as of an inspection completed on October 16, 2023 these structures have been demolished and recommends this file to be closed.

Mr. S. Trosclair moved, seconded by Mr. C. Harding, "THAT, the Council concur with the recommendation of Administration to close the condemnation file on the residential structure located at 4448 Country Dr., owned by Floyd R. & Sylvia Bergeron Gray.

The Chairwoman called for the vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 438 Ann Carol St., owned by Howard P. & Sue Ellen Duplechin, noting the following:

- This matter was continued from the July 25, 2023 condemnation hearing.
- An inspection conducted on October 17, 2023, indicated this structure continues to be in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.

- Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
- The interior has not been maintained in a good, clean and sanitary condition.
- exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
- The roof and flashing have not been maintained in a sound and tight condition.

Mrs. Brown stated that, as of an inspection completed on October 17, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. Howard Duplechin, property owner, stated that some repairs have been done to the structure and it is no longer in a dilapidated state.

Mr. G. Michel encouraged the owner to complete the repairs within ninety (90) days before it would be condemned.

Mr. G. Michel moved, seconded by Mr. J. Amedée, "THAT, the Council find the residential structure located at 438 Ann Carol St., owned by Howard P. & Sue Ellen Duplechin, per legal description,

A certain lot or parcel of ground situated in the Parish of Terrebonne, State of Louisiana, being shown and designated as Lot Twenty-five (25), Block Twelve (12), Addendum No. 4 to Pine Ridge Subdivision, as shown and delineated on a map entitled, "Resubdivision of Addendum No. 4 to Pine Ridge Subdivision, being the property of Lione I Babin, Sr., and wife, Sec. 4, T17S, R17E, Terrebonne Parish, Louisiana, dated August 29, 1973, and recorded in the office of the Clerk of Court, Parish of Terrebonne, in Map Volume 31, folio 17, Map No. 3605; said Lot 25 of Block 12 measuring a front or width of 75' on the South side of Jean Street, by depth of eighty-seven (87.01) feet between equal and parallel lines; being bounded on the East by Lot 24, on the South by Lot 28 and on the West by Lot 26 all of Addendum No. 4 of Pine Ridge Subdivision, and on the North by Jean Street; together with all buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

A certain lot or parcel of ground situated In the Parish of Terrebonne, State of Louisiana, being shown and designated as Lot Twenty-eight (28), Block Twelve (12), Addendum No. 4 to Pine Ridge Subdivision, as shown and delineated on a map entitled, "Resubdivision of Addendum No. 4 to Pine Ridge Subdivision, being the property of Lione I Babin, Sr., and wife, Sec. 4, T 17 S, R 17 E, Terrebonne Parish, Louisiana, dated August 29, 1973, and recorded in the office of the Clerk of Court, Parish of Terrebonne, in Map Volume 31, folio 17, Map No. 1605; said Lot 28 of Block 12 measuring a front or width of 75' on the North side of Ann Carol Street, by depth of 87.50' between equal and parallel lines; being bounded on the East by Lot 29, on the North by Lot 25 and on the West by Lot 27 all of Addendum No. 4 of Pine Ridge Subdivision, and on the South by Ann Carol Street; together with all of the rights, ways, privileges, servitudes and appurtenances there unto belonging or in anywise appertaining.

One 1981 Norris 2BR Mobile Home measuring 70' x 14' bearing serial number NT-48-10745.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structure by January 23, 2023. in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

Category Number:
Item Number: 4.



Monday, February 26, 2024

Item Title:

Amend Condemnation Order - 6160 North Bayou Black Drive

Item Summary:

Amend the condemnation order adopted October 24, 2023, on the residential structure located at 6160 North Bayou Black Drive, owned by Daniel L. and Kimberly A. Smith by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Backup	2/20/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Amend Condemnation Order – 6160 North Bayou Black Drive

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the condemnation order adopted October 24, 2023, on the residential structure located at 6160 North Bayou Black Drive, owned by Daniel L. and Kimberly A. Smith by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
<u>N/A</u>	NO YES IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

John Amedée

Signature

02/20/24

Date

The Chairwoman called for the vote on the motion offered by Mr. D. J. Guidry.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 305 Grand Caillou Road owned by Earl Bolden C/o Layman Bolden, Sr., noting the following:

- The initial complaint was received on May 16, 2023.
- The initial inspection conducted on May 16, 2023, indicated this structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering them hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structures appear to have been abandoned for an extensive period of time.
 - Have not been maintained in a clean, safe, secure, and sanitary condition.
 - Has not been maintained free from weeds in excess of 12 inches in height; may be a place of rodent harborage and infestation.
 - Exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- A “Notice of Violations” was issued on May 18, 2023; received on June 8, 2023

Ms. Brown stated that, as of an inspection completed on October 17, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. B. Pledger moved, seconded by Mr. D. J. Guidry, “THAT, the Council find the residential structure located 305 Grand Caillou Road owned by Earl Bolden C/o Layman Bolden, Sr., per legal description,

70 X 120' MORE OR LESS ON EAST SIDE OF DUG ROAD. BOUNDED ABOVE BY ESTATE OF A. DAYTON. BOUNDED BELOW BY KATE BOARD.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by November 30, 2023 in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. B. Pledger.

THERE WAS RECORDED:

YEAS C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: G. Michel and D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 6160 North Bayou Black Drive owned by Daniel L. & Kimberly A. Smith, noting the following:

- The initial complaint was received on April 4, 2022.

- The initial inspection conducted on May 20, 2022, indicated this structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering them hazardous to the overall health, safety and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structures appear to have been abandoned for an extensive period of time.
 - Have not been maintained in a clean, safe, secure, and sanitary condition.
 - Has not been maintained free from weeds in excess of 12 inches in height; may be a place of rodent harborage and infestation.
 - Exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- A “Notice of Violations” was issued on May 23, 2022; received on July 13, 2023

Ms. Brown stated that, as of an inspection completed on October 17, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. Daniel Smith, the property owner, stated he made some repairs, and will continue to make repairs to bring up to code.

Mr. C. Harding moved, seconded by Mr. J. Amedée “THAT, the Council find the residential structure located at 6160 North Bayou Black Drive, owned by Daniel L. & Kimberly A. Smith, per legal description,

One certain tract of land more particularly shown on plat entitled "Survey Of Property Belonging To Etsel A. Hebert, Et Al In Section 35, T16S-R15E, Terrebonne Parish, Louisiana, prepared by Keneth L. Rembert, Surveyor, under date of September 22, 1987, said property having the following metes and bounds description, to wit:

Commencing at a point designated "A" and located on the eastern right-of-way line of Parish Road No. 15; THENCE proceed N 72°18'55" E- 799.80' to a point designated as point "B", said point forming a common corner between tract described and tract belonging to Estate of Jessie Hebert, or assigns, located on the common boundary with property belonging to Madison L. Funderburk or assigns; THENCE proceed along said common boundary N 0°58'52" W - 167.26' feet to a point, said point forming a common corner between the tract described and property belonging to John L. Hebert, or assigns; THENCE proceed along the common boundary between tract being described and tract belonging John L. Hebert, or assigns, S 72°18'55" W - 871.81' feet to a point, said point forming a common corner between the tract herein described and the John L. Hebert, or assigns tract on the easterly right-of-way line of Parish Road No. 15; THENCE proceed along the easterly right-of-way line of Parish Road No. 15, S 26°10' 57" E - 162.00' feet to point designated as point "A", the Point Of Beginning. Together with all buildings and improvements situated thereon and all rights, ways, privileges and servitudes thereunto belonging or anywise appertaining. Said tract bears assessment No. R08-37128-0100, in the name of Etsel A. Hebert.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structure by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. C. Harding.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.



Monday, February 26, 2024

Item Title:

Amend Condemnation Order - 6751 Shrimpers Row

Item Summary:

Amend the condemnation order adopted October 24, 2023, on the residential structure located at 6751 Shrimpers Row, owned by Robert N. Meade by extending the deadline to demolish and/or remove from January 31, 2024, to July 23, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Backup	2/20/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Amend Condemnation Order – 6751 Shrimpers Row

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the condemnation order adopted October 24, 2023, on the residential structure located at 6751 Shrimpers Row, owned by Robert N. Meade by extending the deadline to demolish and/or remove from January 31, 2024, to of July 23, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
<u>N/A</u>	NO YES IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

John Amedée

Signature

02/20/24

Date

The Chairwoman declared the motion adopted.

Mr. D. Babin moved, seconded by Mr. D. Guidry, "THAT, the Council add onto the agenda under Agenda Item E the structure located at 6751 Shrimpers Row owned by Robert N. Meade."

The Chairwoman called for the vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the two residential structures located at 6749 Shrimpers Row owned by Robert N. Meade, noting the following:

- This matter was continued from the July 25, 2023, condemnation hearing, and an inspection was completed on October 16, 2023.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition that would prevent the admittance of rain and/or dampness.

Ms. Stewart stated that, as of an inspection completed on October 16, 2023 this structure remains in violation and that the Administration recommends this structure be condemned. Ms. Stewart also shared that a request was received to amend the condemnation order adopted July 25, 2023 on the structure located at 6751 Shrimpers Row by changing the deadline to demolish the structure from October 31, 2023 to January 31, 2024.

The Chairwoman recognized Mr. Leroy Verdin, who shared his intention is to demolish the structure located at 6749 Shrimpers Row and repair the structure located at 6751 Shrimpers Row.

Mr. D. Babin moved, seconded by Mr. D. J. Guidry, "THAT, the Council find the residential structures located at 6749 Shrimpers Row owned by Robert N. Meade, per legal description,

ON THE RIGHT DESCENDING BANK OF BAYOU GRAND CAILLOU.
BOUNDED ABOVE BY PAUL VERDIN. BOUNDED BELOW BY ROBERT
BOUDREAUX. BATTURE LOT 96 FEET FRONT, LOCATED IN SECTION 19, T19S-
R17E, ALSO A CERTAIN BATTURE TRACT OF LAND MEASURING TWENTY-ONE
(21') FEET MORE OR LESS ALONG THE EASTERN SIDE OF THE PUBLIC ROAD
RUNNING ALONG THE RIGHT DESCENDING BANK OF BAYOU GRAND CAILLOU,
BY SUCH DEPTH AS EXISTS BETWEEN THE SAID PUBLIC ROAD AND SAID
BAYOU GRAND CAILLOU SAME BEING THE NORTHERNMOST TWENTY-ONE
(21') FEET FRONTAGE BY DEPTH BETWEEN THE SAID PUBLIC ROAD AND
BAYOU GRAND CAILLOU OF THE PROPERTY FORMERLY OWNED BY LEE WING,
ET AL, AS SHOWN ON A SURVEY ENTITLED, "SURVEY OF A TRACT OF LAND
BELONGING TO LEE WING, ET AL LOCATED ON THE RIGHT DESCENDING BANK

OF BAYOU GRAND CAILLOU, SEC. 19, T19S – R17E. LESS A-B-C-D-A TO SAMUEL PLAISANCE CB 2425/187.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal and that the condemnation order adopted July 25, 2023 on the residential property located at 6751 Shrimpers Row be amended by changing the deadline to repair, demolish and/or remove the structure from October 31, 2023 to January 31, 2024.”

The Chairwoman called for the vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential & accessory structures located at 7421 Shrimpers Row owned by (Estate) Adam Verdin c/o Adam Verdin, noting the following:

- This matter was continued from the July 25, 2023 condemnation hearing, and an inspection was completed on October 16, 2023.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - It has not been maintained free from weeds in excess of 12 inches.
 - It may be a place of rodent harborage.
 - The exterior has not been maintained in good repair, sanitary condition.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean, and sanitary condition.

Mrs. Brown stated that, as of an inspection completed on October 16, 2023 this structure remains in violation and Administration recommends this structure be condemned.

Mr. Jessie Verdin, property owner, stated he has started repairs on the property, and would like further information on what needs to be done to bring the property up to code.

Mrs. Deon Stewart acknowledged the repairs that the owner had done but stated that there are additional repairs that needed to be done.

Mr. D. Babin questioned the time frame of how long the trailer has been unoccupied.

Mr. Verdin stated it has been over twenty (20) years since anyone has lived in the home but would like to keep it as an inheritance for his children.

Mr. D. Babin moved, seconded by Mr. G. Michel, “THAT, the Council find the residential and accessory structures located at 7421 Shrimpers Row owned by (Estate) Adam Verdin c/o Adam Verdin, per legal description,

A CERTAIN LOT OF GROUND located in Section 86, T19S, R17E in Terrebonne Parish, Louisiana, said lot measuring a front of fifty-five (55’) feet on the West side of the



Monday, February 26, 2024

Item Title:

Amend Condemnation Order - 308 Richard Drive

Item Summary:

Amend the condemnation order adopted October 24, 2023, on the residential and accessory structures located at 308 Richard Drive, owned by Ralph J. Lirette, Jr. and Nellie Lirette by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Backup	2/20/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Amend Condemnation Order – 308 Richard Drive

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the condemnation order adopted October 24, 2023, on the residential and accessory structures located at 308 Richard Drive, owned by Ralph J. Lirette, Jr. and Nellie Lirette by extending the deadline to demolish and/or remove from January 23, 2024, to of July 23, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
<u>N/A</u>	NO YES IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

John Amedée

Signature

02/20/24

Date

public road which parallels the right descending bank of Bayou Grand Caillou, by a depth of seventy-five (75') feet between equal and parallel lines; said lot being carved out of that tract of land purchased by the vendor herein from Albert J. Bourg by Act dated February 5, 1960, of record in COB 292, folio 600 of the Terrebonne Parish Conveyance Records, said lot being bounded on the East by the public road bank parallels the right descending bank of Bayou Grand Caillou, on the South by property of Albert J. Bourg or assigns, on the North and on the West by other property of the vendor herein; together with all improvements thereon and with all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

are in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structures is hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structures by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. D. Babin.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential mobile home located at 308 Richard Dr owned by Ralph & Nellie Lirette, Jr., noting the following:

- This matter was continued from the July 25, 2023 condemnation hearing.
- An inspection conducted on October 16, 2023, indicated this structure continues to be in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.

Mrs. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Ms. Elizabeth Gautreaux, property owner, stated they are trying to sell the property after the succession is secured and completed.

Upon request from Ms. J. Domangue, Parish Attorney Julius Hebert said that the succession has no legal bearing on going forward with condemning properties.

Mr. G. Michel moved, seconded by Mr. D. Babin, "THAT, the Council find the residential & accessory structures located at 308 Richard Dr owned by Ralph & Nellie Lirette, Jr., per legal description,

Lot Five (5), of Block Nineteen (19), of Addendum No. 8 to Lisa Park Subdivision, being a subdivision of property belonging to Everett L. Talbot, located in Section 4, T17S, R17E, Terrebonne Parish, Louisiana, shown and designated on a plan thereof made by

Douglass S. Talbot, C.E., dated May 3, 1969, and filed for record under Entry No. 361631, Clerk's Office, Terrebonne parish, Louisiana, said Lot Five (5) of Block Nineteen (19), measuring a front of Sixty-four (64') feet on the Southern side of Richard Drive, by depth of 117.24 feet on its Eastern side line, and a depth of 117.22 feet on its Western side line, and having a rear width of Sixty-four (64') feet, said lot being bounded as follows: Front or North by Richard Drive, East by Lot 6, West by Lot 4, all in Block 19, Addendum No. 8 to Lisa Park Subdivision, and rear or South by property of Lawrence Buquet, now or formerly; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

are in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structures are hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structures by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential mobile home located at 801 Oak Street, owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin, and Beverly Chauvin Findley Newman, noting the following:

- The initial complaint was received on August 30, 2022 and the initial inspection was completed on August 31, 2022.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.
- The Notice of Violation was issued October 28, 2022, and received November 4, 2022.

Mrs. Brown stated that, as of an inspection completed on October 17, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Ms. J. Domangue stated that she spoke to the property owner, and he intends to bring the property up to code.

Mr. G. Michel moved, seconded by Mr. J. Amedée, "THAT, the Council find the residential mobile home located at 801 Oak Street owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin, and Beverly Chauvin Findley Newman, per legal description,

Category Number:
Item Number: 7.



Monday, February 26, 2024

Item Title:

Amend Condemnation Order - 210 St. Paul Street

Item Summary:

Amend the condemnation order adopted October 24, 2023, on the residential structure located at 210 Saint Paul Street, owned by Lathem Homes, LLC by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Backup	2/20/2024	Cover Memo

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Amend Condemnation Order – 210 St. Paul Street

PROJECT SUMMARY (200 WORDS OR LESS)

Amend the condemnation order adopted October 24, 2023, on the residential structure located at 210 Saint Paul Street, owned by Lathem Homes, LLC by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

**IF YES AMOUNT
BUDGETED:**

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

John Amedée

02/20/24

Signature

Date

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 210 Saint Paul Street, owned by Lathem Homes, LLC, noting the following:

- The initial complaint was received on May 10, 2023.
- The initial inspection conducted on May 11, 2023, indicated this structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering them hazardous to the overall health safety and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structures appear to have been abandoned for an extensive period of time.
 - Have not been maintained in a clean, safe, secure, and sanitary condition.
 - Has not been maintained free from weeds in excess of 12 inches in height; may be a place of rodent harborage and infestation.
 - Exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- A “Notice of Violations” was issued on May 23, 2023; received on June 8, 2023.

Ms. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Ms. Tabitha Matherne, an employee of Lathem Homes, LLC, spoke on behalf of the property owner and stated that Mr. Lathem is requesting more time to make additional repairs to the structure.

Mr. G. Michel shared his concerns and gave suggestions on how the property owner can bring the property up to code.

Parish Attorney Julius Hebert suggested and gave his opinion for the record that Ms. Matherne does not have any legal ownership or authority to make decisions for Lathem Homes, LLC and reiterated that Mr. Lathem is not present for the condemnation hearing regarding the aforementioned property.

Mr. G. Michel moved, seconded by Mr. D. J. Guidry, “THAT, the Council find the residential structure located at 210 Saint Paul Street, owned by Lathem Homes, LLC, per legal description,

The whole of Lot Eleven (11) of Block Three (3) of Cenac Subdivision, and the easternmost fractional part of Lot Ten (10) of Block Three (3) of Cenac Subdivision, located in Section 6, T17S, R17E, Parish of Terrebonne, Louisiana, as per plan thereof made by T. Baker Smith, C.E. on April 7, 1949 on record in the Clerk's Office, Terrebonne Parish, Louisiana, and which said Lot 11 of Block 3 measures a frontage of 40 feet on the south side of Paul Street and a width of 40.02 feet on its rear or southern line, and having a depth of 143.38 feet on its eastern line and a depth of 144.56 feet on its western line, and said fractional part of Lot 10 of Block 3 measures a width or frontage of 40 feet on the south side of Paul Street and a width of 40.2 feet on its rear or south line, and a depth of 144.56 feet on its eastern line, with its western line extending from said Paul Street to the rear line of said Lot 10 at a distance of 40 feet from the eastern line of said lot, and said property being bounded as follows; in front, or north by said Paul Street, in the rear by Estate of George Lee, now or formerly, west by the remainder of Lot 10 Block 3; together with all rights, ways, privileges and servitudes thereunto belonging or otherwise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structure by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

ABSTAIN: C. Harding

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 164 Rose Street, owned by Parfait Properties, LLC, noting the following:

- The initial complaint was received on May 10, 2022.
- The initial inspection conducted on May 18, 2022, indicated this structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering them hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structures appear to have been abandoned for an extensive period of time.
 - Have not been maintained in a clean, safe, secure, and sanitary condition.
 - Has not been maintained free from weeds in excess of 12 inches in height; may be a place of rodent harborage and infestation.
 - Exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb and free from open cracks and breaks, free from holes and loose or rotting materials.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- A “Notice of Violations” was issued on May 19, 2022; reissued on May 19, 2023 received on May 31, 2023.

Ms. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. Carl Parfait, the property owner, stated he intends to repair the structure to rent; stating that if the necessary repairs cannot be made, he plans on demolishing the structure.

Upon inquiry from Mr. D. Babin regarding the new elevation codes, Parish Attorney, Julius Hebert, explained the new elevation criteria to Mr. Parfait, and suggested that he contact the Permit Department before moving forward with repairs or demolition.

Mr. D. Babin moved, seconded by Mr. D. J. Guidry, “THAT, the Council find the residential structure located at 164 Rose Street, owned by Parfait Properties, LLC, per legal description,

A certain piece or portion of ground situated in the Parish of Terrebonne, State of Louisiana, designated as LOT NO. TWELVE (12) in BLOCK NO. TWO (2) of BABIN SUBDIVISION, being a subdivision of part of property of Glaise Babin, located in Section 85, T 1 9S, R17E, Parish of Terrebonne, Louisiana, as per plan thereof made by T. Baker Smith, C.E., February 9, 1948 on file and of record in the Clerk's office, Terrebonne Parish, Louisiana at COB 160, folio 152, under entry no. 72503, said lot measuring a frontage of sixty (60') feet on Rose Street and having a width across the rear of sixty (60') feet and depth of One Hundred Forty-Eight (148 ') feet between equal and parallel lines; said lot being bounded as follows: In front or North by Rose Street, in the rear of South by property of Calvin Boudreaux or assigns, on the East by

Category Number:
Item Number: 8.



Monday, February 26, 2024

Item Title:

Amend Condemnation Order - 116 Leona Street

Item Summary:

Amend the condemnation order adopted October 24, 2023, on the residential and accessory structures located at 116 Leona Street, owned by Jarrell P. Melancon by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Backup	2/20/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Amend Condemnation Order – 116 Leona Street

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the condemnation order adopted October 24, 2023, on the residential and accessory structures located at 116 Leona Street, owned by Jarrell P. Melancon by extending the deadline to demolish and/or remove from January 23, 2024, to of July 23, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
<u>N/A</u>	NO YES IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

John Amedée

Signature

02/20/24

Date

PROCEEDINGS
OF THE
TERREBONNE PARISH COUNCIL
IN SPECIAL SESSION

OCTOBER 24, 2023

The Council Chairwoman, Jessica Domangue, called to order the Special Session Meeting in the Terrebonne Parish Council Meeting Room at 5:30 p.m. for the sole purpose of conducting condemnation hearings. The Invocation and the Pledge of Allegiance were led by Council Member J. Amedée. Upon roll call, Council Members recorded as present were: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair and B. Pledger. Councilman D. W. Guidry, Sr. was recorded as absent. A quorum was declared present.

The Chairwoman stated that the PowerPoint presentation given by Administration, which contains the background and history of each property, photographs of the subject structures, and Administration's recommendations, has been made a part of the official record of these proceedings, a hard copy of which is to be maintained in the office of the Planning Department.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the residential structure located at 116 Leona Street, owned by Jarrell P. Melancon, noting the following:

- This matter was continued from the July 25, 2023 condemnation hearing.
- An inspection conducted on October 16, 2023, indicated this structure continues to be in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean, and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.

Mrs. Stewart stated that, as of the inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. Jarell Melancon, the property owner, presented a permit to begin work on the property and requested additional time.

Planning and Zoning Director Chris Pulaski confirmed the permit is valid for one year.

Mr. G. Michel moved, seconded by Mr. J. Amedée, "THAT, the Council find the residential and accessory structures located at 116 Leona Street, owned by Jarrell P. Melancon, per legal description,

A certain lot of ground, situated in the Parish of Terrebonne, State of Louisiana, on the right descending bank of the Bayou Terrebonne, lying some distance back from East Main Street, on a street or lane called Leona Street; said lot measuring a front of sixty (60') feet on the West side of said Leona Street by depth of sixty (60') feet; bounded above or West by property of Jefferson Paul Galliano et al or assigns, East by said lane or street, North by Lot of Sylvester LeBlanc, and on the South by other property of Jefferson Paul Galliano et al or assigns. Being

part of the same property described in deed from the Southern Baptist Association, per act duly recorded in Conveyance Book 89, folio 248, et seq., of this Parish.

A certain fractional lot of ground, situated in the City of Houma, Parish of Terrebonne, Louisiana, in that portion of said City known as the "ENGERON SUBDIVISION" and designated on a plan of said Subdivision made by Charles A. Hardie, C.E., on April 24th, 1959, on file and of record in the Office of the Clerk of Court of this Parish in COB 122, Entry No. 34714, as the Northernmost twenty-eight (28') feet of Lot No. 20 in Square No. 4, said fractional lot measuring twenty-eight (28') feet along its Northern boundary, twenty eight (28') feet along its Southern boundary, sixty (60') feet along its Eastern boundary, and sixty (60') feet along its Western boundary; bounded on tile North by Lot No. 21 of said Square No. 4, on the South by Lot No. 19 of the said Square No. 4, on the East by the remaining portion of Lot No. 20 in Square No. 4 belonging to Mrs. Euphemia Smith Galliano, and on the West by Lot No. 3 and portions of Lots No. 2 and 4 of Square No. 4; together with all the buildings and improvements thereon, as well as all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

are in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structures hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structures by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Assistant Director Deon Stewart presented the historical background on the commercial structure located at 114 Saint Louis St., owned by (Estate) Jules J. Breaux & (Estate) Pat Breaux C/o Dean W. Breaux, Sr, noting the following:

- This matter was continued from the July 25, 2023 condemnation hearing.
- An inspection conducted on October 16, 2023, indicated this structure continues to be in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.

Mrs. Stewart stated that, as of the inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Ms. Sally Breaux, the property owner, gave a brief review of improvements that have been made and shared that a permit had been acquired.

Mr. C. Harding stated that based upon the phone calls that he has been receiving regarding the property located at 114 Saint Louis Street, he recommends that the property be condemned if not brought up to code after ninety (90) days.



Monday, February 26, 2024

Item Title:

Amend Condemnation Order - 7217 Park Avenue

Item Summary:

Amend the condemnation order adopted October 24, 2023, on the residential structure located at 7217 Park Avenue, owned by Rochelle Boudreaux Cochran and Bridget Boudreaux Bourgeois by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/21/2024	Cover Memo
Backup	2/20/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Amend Condemnation Order – 7217 Park Avenue

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the condemnation order adopted October 24, 2023, on the residential structure located at 7217 Park Avenue, owned by Rochelle Boudreaux Cochran and Bridget Boudreaux Bourgeois by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
<u>N/A</u>	NO YES IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

John Amedée

Signature

02/20/24

Date

and Heirs of Cleus J. LeBoeuf, and below by property of Onezippe Arcement formerly, now Lotaire Robichaux; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by November 30, 2023; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. S. Trosclair.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 7217 Park Avenue owned by Rochelle Boudreaux Cochran & Bridget Boudreaux Bourgeois, noting the following:

- The initial complaint was received on January 26, 2023, and the initial inspection was completed on February 14, 2021.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.
- The Notice of Violation was issued on February 17, 2023; received on March 7, 2023.

Ms. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. Ray Schlaudecker, property owner, stated that some areas of the structure have been maintained, and there are more areas of the property that need to be repaired.

Mr. G. Michel inquired about which portion of the property is being condemned.

Mr. G. Michel moved, seconded by Mr. D. J. Guidry, "THAT, the Council find the residential structure located at 7217 Park Avenue owned by Rochelle Boudreaux Cochran & Bridget Boudreaux Bourgeois per legal description,

One certain tract of land located in Section 6, Township 17 South, Range 17 East, Terrebonne Parish, Louisiana, more specifically designated as Tract A-C-D-E-Z-Y-X-A as shown on that certain Survey by Kenneth L. Rembert, Surveyor, dated July 14, 1997, entitled "PLAT SHOWING PROPOSED BOUNDARY AGREEMENT LINE X-Y-Z, IN SECTION 6, TOWNSHIP 17 SOUTH, RANGE 17 EAST, TERREBONNE PARISH, LOUISIANA", a copy

of which is attached to Act filed in Terrebonne Parish at COB 1568, folio 595, Instrument #1003346 and made a part hereof by reference and according to which survey said tract having the dimensions as follows:

COMMENCING at POINT 'A' the Point of Beginning, THENCE, proceed North 59 degrees 25 minutes 30 seconds West a distance of 168 feet along Highway No. 24 (West Park Avenue) to POINT 'C' ; THENCE, proceed North 48 degrees 58 minutes 09 seconds East a distance of 250 feet to POINT 'D', THENCE, proceed South 59 degrees 25 minutes 30 seconds East a distance of 75 feet to POINT 'E', THENCE, proceed South 48 degrees 58 minutes 09 seconds West a distance of 36.46 feet to POINT 'Z', THENCE, proceed South 32 degrees 06 minutes 40 seconds East a distance of 57.25 feet to POINT 'Y', THENCE, proceed South 16 degrees 32 minutes 11 seconds East a distance of 32.63 feet to POINT 'X', THENCE, proceed South 48 degrees, 15 minutes 44 seconds West a distance of 61.80 feet to POINT 'A', said point being the Point of Beginning. Said Tract being bounded on the front or southwesterly by Highway No. 24 (West Park Avenue), on the rear or northeasterly by property of Louis J. Michot et al, or assigns, and property of Mrs. Morris Lottinger et al, or assigns, on the northwest by property of Mrs. Morris Lottinger et al, or assigns, and on the southeast by property of Steven Schumpert or assigns; together with all the buildings and improvements thereon and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to repair demolish and/or remove the structure by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal.”

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential structure located at 623 B Hobson Street owned by Reynold C. Lapeyrouse, noting the following:

- The initial complaint was received on November 3, 2020.
- The initial inspection conducted on November 10, 2020, indicated this structure was in fact to be in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public, and causing a blight problem – with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean, and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.
- A “Notice of Violations” was issued on November 12, 2020; reissued on April 27, 2023, and published June 8, 2023

Ms. Brown stated that, as of an inspection completed on October 19, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Category Number:
Item Number: 10.



Monday, February 26, 2024

Item Title:

Amend Condemnation Order - 801 Oak Street

Item Summary:

Amend the condemnation order adopted October 24, 2023, on the residential mobile home structure located at 801 Oak Street, owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin and Beverly Chauvin Findley Newman by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	2/20/2024	Cover Memo
Backup	2/20/2024	Cover Memo



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Amend Condemnation Order – 801 Oak Street

PROJECT SUMMARY (200 WORDS OR LESS)
Amend the condemnation order adopted October 24, 2023, on the residential mobile home structure located at 801 Oak Street, owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin and Beverly Chauvin Findley Newman by extending the deadline to demolish and/or remove from January 23, 2024, to July 23, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
N/A

TOTAL EXPENDITURE	
N/A	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)	
<u>N/A</u>	NO YES IF YES AMOUNT BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

John Amedée

Signature

02/20/24

Date

Douglass S. Talbot, C.E., dated May 3, 1969, and filed for record under Entry No. 361631, Clerk's Office, Terrebonne parish, Louisiana, said Lot Five (5) of Block Nineteen (19), measuring a front of Sixty-four (64') feet on the Southern side of Richard Drive, by depth of 117.24 feet on its Eastern side line, and a depth of 117.22 feet on its Western side line, and having a rear width of Sixty-four (64') feet, said lot being bounded as follows: Front or North by Richard Drive, East by Lot 6, West by Lot 4, all in Block 19, Addendum No. 8 to Lisa Park Subdivision, and rear or South by property of Lawrence Buquet, now or formerly; together with all buildings and improvements thereon, and all rights, ways, privileges and servitudes thereunto belonging or in anywise appertaining.

are in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structures are hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structures by January 23, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential mobile home located at 801 Oak Street, owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin, and Beverly Chauvin Findley Newman, noting the following:

- The initial complaint was received on August 30, 2022 and the initial inspection was completed on August 31, 2022.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.
- The Notice of Violation was issued October 28, 2022, and received November 4, 2022.

Mrs. Brown stated that, as of an inspection completed on October 17, 2023, this structure remains in violation and that Administration recommends this structure be condemned.

Ms. J. Domangue stated that she spoke to the property owner, and he intends to bring the property up to code.

Mr. G. Michel moved, seconded by Mr. J. Amedée, "THAT, the Council find the residential mobile home located at 801 Oak Street owned by T. P. Thompson, Inc., Linda Chauvin Ledet, Charles Lloyd Chauvin, Eric David Chauvin, and Beverly Chauvin Findley Newman, per legal description,

A CERTAIN TRACT OF LAND situated in the Parish of Terrebonne, State of Louisiana, being described as TRACT B, 34,010 SQ. FT. on a plat of survey entitled, "SURVEY OF TRACTS A & B, A REDIVISION OF A PORTION OF ADDENDUM NO. 3 TO CONNLEY SUBDIVISION, SECTION 96, T17S-R17E, TERREBONNE PARISH, LOUISIANA," said plat prepared by Keneth L. Rembert, recorded in Terrebonne Parish on March 14, 2002 at Entry No. 1116062 and said tract having such boundaries and dimensions as shown thereon, together with all rights, ways, privileges and servitudes thereunto belonging and anywise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to repair, demolish and/or remove the structure by January 23, 2024 in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairwoman called for the vote on the motion offered by Mr. G. Michel.

THERE WAS RECORDED:

YEAS: C. Harding, G. Michel, J. Amedée, J. Domangue, D. Babin, D. J. Guidry, S. Trosclair, and B. Pledger.

NAYS: None.

ABSENT: D. W. Guidry, Sr.

The Chairwoman declared the motion adopted.

Nuisance Abatement Code Enforcement Officer II Camilla Brown presented the historical background on the residential mobile home located 1192 Highway 55 owned by Jason P. Authement, noting the following:

- The initial complaint was received on December 21, 2020, and the initial inspection was completed on January 6, 2021.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned.
 - Has not been maintained in a clean, safe, secure, and sanitary condition.
 - Contains tall grass, junk, and trash.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The interior has not been maintained in a good, clean and sanitary condition.
 - exterior walls have not been maintained free from holes, breaks, and loose or rotting materials.
 - The roof and flashing have not been maintained in a sound and tight condition.
- The Notice of Violation was issued on January 6, 2022; reissued November 1, 2022; published November 21, 2022, and notice re-issued to new property owner January 3, 2023; and received on January 17, 2023.

Mrs. Brown stated that, as of an inspection completed on October 16, 2023, this structure remains in violation and Administration recommends this structure be condemned.

Mr. S. Trosclair moved, seconded by Mr. D. J. Guidry, "THAT, the Council find the residential mobile home located at 1192 Highway 55 owned by Jason P. Authement, per legal description,

A certain batture tract of land located in Section 9, T-18-S, R-19-E, in the Parish of Terrebonne, Louisiana, on the left descending bank of Bayou Terrebonne, at a distance of about fifteen (15) miles below the City of Houma, measuring a front of One Hundred Seventy-five (175') feet more or less, on the west side of State Highway 69, by such depth as is found between Bayou Terrebonne and the Public Highway; bounded above by property of Widow