TERREBONNE PARISH COUNCIL
PUBLIC SERVICES COMMITTEE

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

March 11, 2024
5:35 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. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

ALL CELL PHONES 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**: Providing approval of Amendment No. 4 to the Engineering Agreement for Parish Project No. 19-BRG-25, Hollywood Road Extension Bridge Project, Terrebonne Parish, Louisiana.
2. **RESOLUTION:** Authorizing the execution of Change Order. No. 5 for the Construction Agreement for Parish Project No. 14-DRA-05, Westside- Alma Street Drainage Improvements (Marie to Alma), Terrebonne Parish, Louisiana.

3. **RESOLUTION:** Ratifying the appointment of the firm YKH Consulting to provide professional services for the Bayou Country Sports Park Soccer Field Light Project and authorizing the execution of an agreement for these services.

4. **RESOLUTION:** Ratifying the appointment of the firm YKH Consulting to provide professional services for the Bayou Country Sports Park Soccer Field Light Project and authorizing the execution of an agreement for these services.

5. Consider the introduction of an ordinance to authorize the acquisition of property, sites and/or servitudes required for the Country Estates Bridge Replacement Project, LaDOTD Project No. H. 013199; authorize the Parish President to execute any and all documents necessary to acquire sites, property and/or servitudes for the said purposes; to authorize the Parish legal staff to commence expropriation proceedings in the event the sites, property and/or servitudes cannot be obtained conventionally; to declare that the taking, if required, is necessary and useful for the benefit of the public; and to provide for other matters relative thereto and call a public hearing on said matter on Wednesday, March 27, 2024, at 6:30 p.m.

6. Consider the introduction of an ordinance to authorize the relocation of a Terrebonne Parish Precinct Polling location for the election of July 17-19, 2024, and all subsequent elections; and call a Public Hearing on Wednesday, March 27, 2024, at 6:30 p.m.

7. Consider the introduction of an ordinance to authorize the Parish President or Administration to enter into a Cooperative Endeavor with the State of Louisiana, Office of Lands, and execute necessary documents for the use of certain water bottoms; and call a Public Hearing on Wednesday, March 27, 2024 at 6:30 p.m.

8. Discussion and possible action relative to road lighting and road striping concerns in Terrebonne Parish.

9. Adjourn

Category Number:
Item Number:

Monday, March 11, 2024

Item Title:
INVOCATION

Item Summary:
INVOCATION

Category Number:
Item Number:

Monday, March 11, 2024

Item Title:
PLEDGE OF ALLEGIANCE

Item Summary:
PLEDGE OF ALLEGIANCE

Category Number:
Item Number: 1.

Monday, March 11, 2024

Item Title:
Amendment #4 for Hollywood Road Bridge

Item Summary:
RESOLUTION: Providing approval of Amendment No. 4 to the Engineering Agreement for Parish Project No. 19-BRG-25, Hollywood Road Extension Bridge Project, Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/5/2024	Executive Summary
Resolution	3/5/2024	Resolution
Amendment	3/5/2024	Backup Material
Backup	3/5/2024	Backup Material

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
19-BRG-25	Hollywood Road Extension Bridge Project

PROJECT SUMMARY (200 WORDS OR LESS)
To provide engineering services for the Hollywood Road Extension Bridge Project

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this amendment is to continue engineering services for the construction of the Hollywood Road Extension Bridge Project.

TOTAL EXPENDITURE					
$162,500.00					
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)					
	ACTUAL			ESTIMATED	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)					
N/A	NO	YES	IF YES AMOUNT BUDGETED:	$162,500.00	

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

Jeanne P. Bray 3/5/2024

_____ _____

Signature Date

OFFERED BY:
SECONDED BY:

R E S O L U T I O N

A resolution providing approval of Amendment No. 4 to the Engineering Agreement for Parish Project No. **19-BRG-25**, **Hollywood Road Extension Bridge Project**, Terrebonne Parish, Louisiana.

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, GIS requested an amendment to their existing contract to provide services to continue with the construction of the project, and

WHEREAS, additional funds are necessary to continue with the Resident Project Representative, Construction Management, and the Davis Bacon Act Liaison to comply with the US Treasury Grant, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract, and

WHEREAS, this above work will increase the additional services section by $162,500.00.

WHEREAS, this amendment will be paid out of the R&B Maintenance fund, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract for an increase in the upset limit for these services, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby approve this Amendment No. 4 to the Engineering Agreement for an increase of $162,500.00 in additional services, and authorizes Parish President Jason W. Bergeron, or his designee, to execute this Amendment No. 4 to the Engineering Agreement for the Hollywood Road Extension Bridge Project; Parish Project No. 19-BRG-25, with GIS Engineering, LLC, and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to the Engineer, GIS Engineering, LLC.

THERE WAS RECORDED:
YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2024.

*** * * * * ***

I, TAMMY TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

_____
TAMMY TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

AMENDMENT NO. 4
TO
ENGINEERING AGREEMENT

THIS AMENDMENT NO. 4, hereafter sometimes referred to as "AGREEMENT", made and entered into this _____day of _____, 2024;

BY AND BETWEEN:

TERREBONNE PARISH CONSOLIDATED GOVERNMENT, (TPCG), a political subdivision of the State of Louisiana, represented herein by its duly authorized President, Jason W. Bergeron (hereafter sometimes referred to as "OWNER"), and

GIS ENGINEERING, LLC, represented herein by Ben Malbrough, P.E., duly authorized Vice President (hereafter sometimes referred to as "ENGINEER"):

is a revision pursuant to 5.1.1 (Basic Services) and 5.1.2 (Additional Services) to the ENGINEERING AGREEMENT dated July 8, 2019, for professional engineering services between the OWNER and ENGINEER.

WITNESSED:

WHEREAS, the Terrebonne Parish Consolidated Government did enter into an original engineering contract dated July 8, 2019, to the entitled **Hollywood Road Extension Bridge Project**, identified as **Parish Project No. 19-BRG-25,** and

WHEREAS, the Engineering Agreement between OWNER and ENGINEER provides for certain limitations for Basic Services and specific Additional Services, and

WHEREAS, GIS requested an amendment to their existing contract to provide services to continue with the construction of the project, and

WHEREAS, additional funds are necessary to continue with the Resident Project Representative, Construction Management and the Davis Bacon Act Liaison to comply with the US Treasury Grant, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract, and

WHEREAS, this above work will increase the additional services section by $162,500.00.

WHEREAS, this amendment will be paid out of the R&B Maintenance fund, and

WHEREAS, the TPCG is desirous of having these services continued so that there is a need for additional funds to be added to the contract for an increase in the upset limit for these

services, and

NOW THEREFORE, be it understood and agreed by the parties hereto amend the contract as follows:

Section 5, Paragraph 5.1.1, reads as follows:

5.1.1 For Basic Services. OWNER shall pay ENGINEER for Basic Services rendered under Section 1 (as amended and supplemented by Exhibit "A", "Further Description of Basic Engineering Services and Related Matters") as follows:

Basic Services - $252,000.00

Amend Section 5, Paragraph 5.1.2.1, to read as follows:

5.1.2.1 General. For Additional Services and Reimbursable Expenses rendered under Paragraphs 2.1.1 through 2.1.17, inclusive (Except services covered by Paragraph 2.1.7 and services as a consultant or witness under 2.1.16), on the basis of Exhibit "D", "Current Rate Schedule - 2016". At this time the following additional services are anticipated and Estimated Costs shown below are recommended for budgetary considerations.

Description	Current Limit	Increase/Decrease	New Limit
Existing Conditions	$11,060.00		$11,060.00
Engineering Surveys	$20,307.50		$20,307.50
DOTD Permit Application	$61,127.50		$61,127.50
Boundary Survey for Acquisition	$7,257.25		$7,257.25
Construction Management	$0.00	$15,000.00	$15,000.00
Davis Bacon Act Liaison	$0.00	$10,000.00	$10,000.00
Total	**$112,634.83**	**$25,000.00**	**$137,634.83**

Section 5, Paragraph 5.1.2.2, reads as follows:

5.1.2.2 Special Consultants. For services and reimbursable expenses incurred for coordination of special consultants employed by ENGINEER pursuant to Paragraph 2.1.1 or 2.1.17, on the basis of Exhibit "D". Services and reimbursable expenses of special consultants will be approved by ENGINEER, but shall be paid directly by ENGINEER. At this time, the following special consultants are anticipated, and the Limitation of Costs shown below are recommended for budgetary considerations: Geotechnical **$21, 195.35**; Traffic Study Subcontractor **$46,119.22**

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.2.4 Resident Project Services. For resident services during construction furnished under Paragraph 2.2.1, on the basis of Exhibit "D" for services rendered by principals and employees assigned to field offices in connection with resident project representation with a Limitation of Cost of **$243,200.00**

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.3 For Reimbursable Expenses. In addition to payments provided for in Paragraphs 5.1.1 and 5.1.2, OWNER shall pay ENGINEER the actual costs of all Reimbursable Expenses incurred in connection with all Basic and Additional Services with a Limitation of Cost of **$36,051.00**

Amend Section 5, Paragraph 5.1.5, to read as follows:

5.1.5 The estimated cost of Paragraphs 5.1.2, 5.1.3, and 5.1.4, shall have a combined Limitations of Cost in the amount of **$484,200.40**, which shall not be exceeded without the issuance of a formal change order authorized by the Terrebonne Parish Consolidated Government through its duly authorized President.

IN WITNESS WHEREOF, the parties hereto have affixed their legal hands on this day of _____, 2024.

OWNER:	**ENGINEER**
TERREBONNE PARISH CONSOLIDATED GOVERNMENT	GIS ENGINEERING, LLC
BY: _____	BY: _____
Jason W. Bergeron, Parish President Terrebonne Parish Consolidated Government	Ben Malbrough, P.E. Vice President
WITNESSES:	WITNESSES:
_____	_____
Witness #1 Signature	Witness #1 Signature
_____	_____
Witness #1 Printed Name	Witness #1 Printed Name
_____	_____
Witness #2 Signature	Witness #2 Signature
_____	_____
Witness #2 Printed Name	Witness #2 Printed Name

ENGINEERING LLC

Coastal Design & Infrastructure
197 Elysian Drive
Houma, LA 70363
P: (985) 219-1000 | F: (985) 475-7014
www.gisyeng.com

January 11, 2024

Terrebonne Parish Consolidated Government
206 Government St.
Gray, Louisiana 70359

Attention: **Mr. David Rome, Public Works Director**

Subject: **Amendment No. 4 Proposal**

Reference: **Hollywood Road Extension Bridge Project**
TPCG Project No. 19-BRG-25

Mr. Rome:

GIS Engineering, LLC (GIS) is pleased to submit this Amendment Proposal to continue providing Professional Engineering Services to the Terrebonne Parish Consolidated Government (TPCG) for services to be completed on the above referenced project.

BASIS OF PROPOSAL

Pursuant to GIS' Amendment No. 3 Proposal, the proposed budget for Resident Project Representative (RPR) was reduced by $135,000.00 due to budgetary constraints and it was noted that a future amendment would be needed should TPCG carry out full time RPR services for the total construction duration. As a result, GIS proposes an amendment to both the RPR budget and Other Direct & Reimbursable budget to continue providing these services through the scheduled completion date of May 9, 2024. Enclosed is a copy of the Amendment No. 3 Proposal for reference.

In addition, GIS is proposing two (2) new line items under this Amendment to be included as part of the Professional Services Agreement; these items will cover construction administration type services and tasks related to the Davis-Bacon Act. As stated in GIS' Amendment No. 3 Proposal, the full amount for basic services, which includes construction administration, was not requested due to the budgetary constraints mentioned above; therefore, GIS proposes new line items "Construction Management" and "Davis-Bacon Act Liaison". Should these two (2) items be included as part of the Professional Services Agreement, it will allow for GIS to continue providing construction admin. /management services, and perform all tasks that are necessary to maintain compliance with the guidelines and regulations of the Davis-Bacon Act. All work under "Construction Management" and "Davis-Bacon Act Liaison" will be performed on a time and material basis as outlined in the following section.

PROPOSED COST

GIS proposes to provide our additional services on a **Time & Material** basis as outlined below.

	Current Contract Amount	Amendment No. 4	Total New Contract Amnt
BASIC SERVICES			
Preliminary Report & Summary of Findings	$ 14,000.00		$ 14,000.00
Preliminary Design Phase	$ 35,000.00		$ 35,000.00
Final Design Phase	$ 135,000.00		$ 135,000.00
Bidding & Negotiations Phase	$ 13,000.00		$ 13,000.00
Construction Admin Phase	$ 55,000.00		$ 55,000.00
Total Basic Services	**$ 252,000.00**		**$ 252,000.00**
ADDITIONAL SERVICES			
Existing Conditions & Data Gathering	$ 11,060.00		$ 11,060.00
Engineer Surveys	$ 20,307.50		$ 20,307.50
Geotechnical Subcontractor	$ 21,195.35		$ 21,195.35
DOTD Permit Application & Coordination – USACE/LDNR Joint Permit Application & Coordination	$ 61,127.50		$ 61,127.50
Traffic Study Subcontractor	$ 46,119.22		$ 46,119.22
Resident Project Representative	$ 110,700.00	$ 132,500.00	$ 243,200.00
Other Direct & Reimbursable Expenses	$ 31,051.00	$ 5,000.00	$ 36,051.00
Right-of-Way Acquisition & Coordination	$ 12,882.58		$ 12,882.58
Boundary Survey for Property Acquisition	$ 7,257.25		$ 7,257.25
Construction Management	$ 0.00	$15,000.00	$ 15,000.00
Davis Bacon Act Liaison	$ 0.00	$ 10,000.00	$ 10,000.00
Total Additional Services	**$ 321,700.40**	**$ 162,500.00**	**$ 484,200.40**
TOTAL ENGINEERING SERVICES	**$ 573,700.40**	**$ 162,500.00**	**$ 736,200.40**

We appreciate the opportunity to provide our services to you. If you have any questions or require any additional information, please contact me at 985-219-1000.

Sincerely,

Christopher J. Jeanice, P.E.
Director of Operations
GIS Engineering, LLC

CJJ:amh

Enclosure: GIS Amendment No. 3 Proposal

cc: Jeanne Bray - TPCG

ENGINEERING LLC

Coastal Design & Infrastructure
197 Elysian Drive
Houma, LA 70363
P: (985) 219-1000 | F: (985) 475-7014
www.gisyeng.com

June 20, 2023

Terrebonne Parish Consolidated Government
2000 St. Louis Canal Rd.
Houma, Louisiana 70364

Attention: **Ms. Jeanne Bray, Capital Projects Administrator**

Subject: **Amendment No. 3 Proposal & Balancing of the Budget**

Reference: **Hollywood Road Extension Bridge Project**
TPCG Project No. 19-BRG-25

Ms. Bray:

GIS Engineering, LLC (GIS) is pleased to provide this Amendment Proposal to continue providing Professional Engineering Services through construction to the Terrebonne Parish Consolidated Government (TPCG) for services to be completed on the above referenced project.

PROJECT BACKGROUND

TPCG engaged GIS to provide engineering services for the project in February 2020. The lump sum fees for basic services were determined using the State's Facility Planning & Control/Department of Transportation and Development (FP&C/DOTD) fee curve using a construction cost estimate of $850,000. Previous amendments executed in March 2020, December 2020, and May 2021 continued to rely on the same fee curve calculation while also accounting for additional scope such as a traffic study, additional survey and permit needs & right-of-way coordination, and a credit to resident project representation. Due to upgrades & changes to the proposed design and inflation since project conception, the actual bid price for construction of the project is $3.6M.

PROPOSED FEES

GIS proposes to continue to provide Professional Services for amended fees as outlined below. This amendment proposal includes work already performed to date on a T&M basis to secure DOTD and USACE/LDNR joint permits. This proposal also incorporates the additional construction oversight needed for a construction project duration of 270 Calendar Days (previous estimates considered only 120 days). And lastly, this proposal also calibrates the level of effort required during the design, bidding and construction administration phases based on a new construction cost of $3.6M. Please note that GIS is not requesting the full amount for basic services based on a $3.6M construction cost ($297,900).

Summary of basis of proposal:

- Incorporate additional T&M efforts already performed and invoiced within the existing contract.
- Incorporate additional budget needed for construction oversight and reimbursables based on a construction duration of 270 calendar days (previous estimates considered only 120 days). Based on 10 hrs per day, 6 days a week.
- Include fees for the additional effort required during the design and bidding phases using the FP&C/DOTD fee curve with a construction cost of $3.6M plugged in.
- Adjust the construction administration budget based on the FP&C/DOTD fee curve with a construction cost of $3.6M.

		Amendment No. 3		
	Current Contract Amount	**Balance Budgets Already Invoiced**	**Additional Proposed Fees**	**Total New Contract Amnt**
BASIC SERVICES				
Preliminary Report & Summary of Findings	$ 14,000.00			$ 14,000.00
Preliminary Design Phase	$ 35,000.00			$ 35,000.00
Final Design Phase	$ 60,000.00		$ 75,000.00	$ 135,000.00
Bidding & Negotiations Phase	$ 5,000.00		$ 8,000.00	$ 13,000.00
Construction Admin Phase123	$ 15,000.00		$ 40,000.00	$ 55,000.00
Total Basic Services	**$ 129,000.00**		**$ 123,000.00**	**$ 252,000.00**
ADDITIONAL SERVICES				
Existing Conditions & Data Gathering	$ 10,000.00	$ 1,060.00		$ 11,060.00
Engineer Surveys	$ 19,500.00	$ 807.50		$ 20,307.50
Geotechnical Subcontractor	$ 22,000.00	($ 804.65)		$ 21,195.35
DOTD Permit Application & Coordination – USACE/LDNR Joint Permit Application & Coordination	$ 20,000.00	$ 41,127.50		$ 61,127.50
Traffic Study Subcontractor	$ 39,600.00	$ 6,519.22		$ 46,119.22
Resident Project Representative	$ 77,050.00		$ 33,650.00	$ 110,700.00
Other Direct & Reimbursable Expenses	$ 13,680.00		$ 17,371.00	$ 31,051.00
Right-of-Way Acquisition & Coordination	$ 14,500.00	($ 1,617.42)		$ 12,882.58
Boundary Survey for Property Acquisition	$ 7,500.00	($ 242.75)		$ 7,257.25
Total Additional Services	**$ 223,830.00**	**$ 46,849.40**	**$ 51,021.00**	**$ 321,700.40**
TOTAL ENGINEERING SERVICES	**$ 352,830.00**	**$ 46,849.40**	**$ 174,021.00**	**$ 573,700.40**

Note: RPR was reduced by $135,000 (approximately 20 weeks) due to current budget restraints. Future amendment would be needed should TPCG want to carry out full RPR services throughout the construction duration.

We appreciate the opportunity to provide our services to you. If you have any questions or require any additional information, please contact me at 985-219-1000.

Sincerely,

Christopher J. Jeanice, P.E.
Director of Operations
GIS Engineering, LLC

CJJ:amh

Category Number:
Item Number: 2.

Monday, March 11, 2024

Item Title:
Change Order No. 5 for Westside- Alma Street Drainage Improvements

Item Summary:
RESOLUTION: Authorizing the execution of Change Order. No. 5 for the Construction Agreement for Parish Project No. 14-DRA-05, Westside- Alma Street Drainage Improvements (Marie to Alma), Terrebonne Parish, Louisiana.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/5/2024	Executive Summary
Resolution	3/5/2024	Resolution
Backup Material	3/5/2024	Backup Material

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Project No. 14-DRA-05	**Westside-Alma Street Drainage Improvements**

PROJECT SUMMARY (200 WORDS OR LESS)
To improve drainage along Westside Blvd.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
This resolution allows for the approval of Change Order No. 5, which is necessary to balance final quantities and include final additional basins.

TOTAL EXPENDITURE				
Increase of $9267.99				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
	ACTUAL		**ESTIMATED**	
IS PROJECTALREADY BUDGETED: (CIRCLE ONE)				
N/A	**NO**	**YES**	**IF YES AMOUNT BUDGETED:**	**$2,544,381.40**

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

Jeanne P. Bray 3/5/2024

_____ _____

Signature Date

OFFERED BY:
SECONDED BY:

R E S O L U T I O N

A resolution authorizing the execution of Change Order No. 5 for the Construction Agreement for Parish Project No. 14-DRA-05, Westside-Alma Street Drainage Improvements (Marie to Alma), Terrebonne Parish, Louisiana.

WHEREAS, the Terrebonne Parish Consolidated Government awarded the construction to Command Construction, LLC, for Parish Project No. 14-DRA-05, Westside-Alma Street Drainage Improvements, Terrebonne Parish, Louisiana, and

WHEREAS, it is necessary to balance final quantities, and

WHEREAS, this change order will increase the overall contract price by Nine Thousand, Two Hundred Sixty-Seven Dollars and Ninety-Nine Cents ($9,267.99), and

WHEREAS, this change order will not change contract time, and

WHEREAS, Change Order No. 5 has been recommended by the Engineer, All South Consulting Engineers, LLC, for this project.

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Jason W. Bergeron, of Change Order No. 5 to the construction agreement with Command Construction, LLC for Parish Project No. 14-DRA-05, Westside-Alma Street Drainage Improvements, Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Nine Thousand, Two Hundred Sixty-Seven Dollars and Ninety-Nine Cents ($9,267.99), with no change in construction time and

BE IT FURTHER RESOLVED that a certified copy of the resolution be forwarded to Engineer, All South Consulting Engineers, LLC.

THERE WAS RECORDED:
YEAS:
NAYS:
ABSENT & NOT VOTING:

And the Chairman declared the resolution adopted on this _____ day of _____, 2024.

*** * * * * ***

I, Tammy E. Triggs, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

_____
TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

All South Consulting Engineers
www.ascellc.com

February 28, 2024

Ms. Madeleine Bodin, Engineering
Terrebonne Parish Consolidated Government
P.O. Box 2768
Houma, LA 70361

Re: Westside Blvd./Alma Street Drainage Improvements Phase 1
TPCG Project No. 14-DRA-05
Command – Change Order 5

Ms. Bodin,

Please see attached change order No. 5 being recommended for acceptance.

Thank you and please let me know if you have any questions or require additional information.

Sincerely,

All South Consulting Engineers, LLC

Michael B. Slovensky

Enclosures

RECEIVED
MAR - 1 2024
ENGINEERING

Metairie
652 Papworth Avenue
Metairie, LA 70005
Tel 504-322-2783

Belle Chasse
305A Main Street
Belle Chasse, LA 70037
Tel 504-394-4424

Houma
107 West Woodlawn Ranch Rd
Houma, LA 70363
Tel 985-537-8893

Raceland
3744 Highway 1
Raceland, LA 70394
Tel 985-537-8893

Ascension
1056 E. Worthey Street,
Gonzales, LA 70737
Tel 225-532-1406

CHANGE ORDER

No. 5

PROJECT: Westside Blvd. / Alma Street
Drainage Improvements Phase 1

OWNER: Terrebonne Parish Consolidated Government

CONTRACTOR: Command Construction, LLC.

CONTRACT FOR:

DATE OF ISSUANCE: 02/09/2024

OWNER'S Project No. 14-DRA-05

ENGINEER: All South Consulting Engineers

ENGINEER's Project No. 032-004-02

You are directed to make the following changes in the Contract Documents.

Description: ADD 73 CY of Sand. ADD 54.88 SY for Removal/Replacement of Sidewalks, and DEDUCT 26 LF for Removal/replacement of existing curbs

Purpose of Change Order: To balance final contract quantities.

Attachments: (List documents supporting change)
Contractor submitted E-mail dated 1/22/2024.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price $ 2,479,250.00	Original Contract Time $ 150 days or date
Previous Change Orders No. 1 to No. 4 $ 55,863.40	Net change from previous Change Order $ 152 days
Contract Price prior to this Change Order $ 2,535,113.41	Contract Time Prior to this Change Order $ 302 days or date
Net Increase [redacted] of this Change Order $ 9,267.99	Net I[redacted] of this Change Order $ 0.0 days
Contract Price with all approved Change Orders $ 2,544,381.40	Contract Time with all approved Change Order $ 302 days or date

RECOMMENDED: by _____ Engineer

APPROVED: by _____ Owner

APPROVED: by _____ Contractor

Michael Slovensky

From:	Bradley Cieslinski <bradc@commandindustries.com>
Sent:	Monday, January 22, 2024 3:57 PM
To:	Michael Slovensky; Jay Duplantis; Madeleine Bodin; Jeremy Perkins
Cc:	Melissa Falvey
Subject:	RE: Westside Blvd- Invoice #12
Attachments:	20240122161238800.pdf
Follow Up Flag:	Follow up
Flag Status:	Flagged

Michael,

Please see the attached sand tickets. The sand was installed underneath the class 2 base course which on invoice # 11 was 668.9 SY. If you convert this to CY for the granular material item @ 12" comes to 223 CY. We were underbilled 73 CY for the granular material.

Thanks,

Bradley Cieslinski, MBA
Assistant Project Manager
985-778-3484 (Cell)

COMMAND
construction industries LLC

From: Michael Slovensky <mslovensky@ascellc.com>
Sent: Monday, January 22, 2024 3:26 PM
To: Bradley Cieslinski <bradc@commandindustries.com>; Jay Duplantis <jduplantis@ascellc.com>; Madeleine Bodin <mbodin@tpcg.org>; Jeremy Perkins <jperkins@ascellc.com>
Cc: Melissa Falvey <melissa@commandindustries.com>
Subject: RE: Westside Blvd- Invoice #12

Brad,
Backup?

Thanks.

Michael B. Slovensky, PE

All South Consulting Engineers, LLC.
107 West Woodlawn Ranch Road
Houma, LA 70363
(ph) 504-376-9440

Category Number:
Item Number: 3.

Monday, March 11, 2024

Item Title:
Appointment for Bayou Country Sports Park Soccer Field Light Project

Item Summary:
RESOLUTION: Ratifying the appointment of the firm YKH Consulting to provide professional services for the Bayou Country Sports Park Soccer Field Light Project and authorizing the execution of an agreement for these services.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/5/2024	Executive Summary
Resolution	3/5/2024	Resolution

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Bayou Country Sports Park Soccer Field Light Project

PROJECT SUMMARY (200 WORDS OR LESS)
To appoint YKH Consulting to provide engineering services for the **Bayou Country Sports Park Soccer Field Light Project**

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this appointment is to provide engineering services for improvements to the Bayou Country Sports Park.

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:**	**N/A**

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

Jeanne P. Bray 03/4/2024

_____ _____

Signature Date

OFFERED BY:
SECONDED BY:

R E S O L U T I O N

A resolution ratifying the appointment of the firm of All South Consulting Engineers, LLC to provide professional services for the **Bayou Country Sports Park Soccer Field Light Project** and authorizing the execution of an agreement for these services.

WHEREAS, Terrebonne Parish Consolidated Government is desirous of improvements for the Bayou Country Sports Park, and

WHEREAS, the Terrebonne Parish Consolidated Government is desirous of appointing a firm to provide professional services for the project entitled **Bayou Country Sports Park Soccer Field Light Project**, and

WHEREAS, the firm of YKH Consulting has been selected by Terrebonne Parish President Jason W. Bergeron to provide the professional services relative to said project, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council does hereby ratify the appointment of the firm of YKH Consulting by Terrebonne Parish President Jason W. Bergeron for professional services for the Bayou Country Sports Park Soccer Field Light Project, and

BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an agreement with the firm of TKH consulting by Terrebonne Parish President Jason W. Bergeron.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2024.

*** * * * * ***

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

_____
TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

Category Number:
Item Number: 4.

Monday, March 11, 2024

Item Title:
Corrected Appointment for Bayou Country Sports Park Soccer Field Light Project

Item Summary:
RESOLUTION: Ratifying the appointment of the firm YKH Consulting to provide professional services for the Bayou Country Sports Park Soccer Field Light Project and authorizing the execution of an agreement for these services.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/6/2024	Executive Summary
Resolution	3/6/2024	Resolution

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Bayou Country Sports Park Soccer Field Light Project

PROJECT SUMMARY (200 WORDS OR LESS)
To appoint YKH Consulting to provide engineering services for the **Bayou Country Sports Park Soccer Field Light Project**

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The purpose of this appointment is to provide engineering services for improvements to the Bayou Country Sports Park.

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:**	**N/A**

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

Jeanne P. Bray 03/4/2024

_____ _____

Signature Date

OFFERED BY:
SECONDED BY:

R E S O L U T I O N

A resolution ratifying the appointment of the firm of YKH Consulting to provide professional services for the **Bayou Country Sports Park Soccer Field Light Project** and authorizing the execution of an agreement for these services.

WHEREAS, Terrebonne Parish Consolidated Government is desirous of improvements for the Bayou Country Sports Park, and

WHEREAS, the Terrebonne Parish Consolidated Government is desirous of appointing a firm to provide professional services for the project entitled **Bayou Country Sports Park Soccer Field Light Project**, and

WHEREAS, the firm of YKH Consulting has been selected by Terrebonne Parish President Jason W. Bergeron to provide the professional services relative to said project, and

NOW, THEREFORE BE IT RESOLVED that the Terrebonne Parish Council does hereby ratify the appointment of the firm of YKH Consulting by Terrebonne Parish President Jason W. Bergeron for professional services for the Bayou Country Sports Park Soccer Field Light Project, and

BE IT FURTHER RESOLVED that the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, does hereby authorize the execution of an agreement with the firm of YKH consulting by Terrebonne Parish President Jason W. Bergeron.

THERE WAS RECORDED:

YEAS:
NAYS:
NOT VOTING:
ABSENT

And the Chairman declared the resolution adopted on this _____ day of _____, 2024.

*** * * * * ***

I, TAMMY E. TRIGGS, Clerk of the Terrebonne Parish Council, Houma, Louisiana, do hereby certify that the foregoing is a true and correct copy of the RESOLUTION adopted by the Terrebonne Parish Council on _____, 2024, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

_____
TAMMY E. TRIGGS, CLERK
TERREBONNE PARISH COUNCIL

Category Number:
Item Number: 5.

Monday, March 11, 2024

Item Title:
Ordinance to Acquire Sites and Servitudes

Item Summary:
Consider the introduction of an ordinance to authorize the acquisition of property, sites and/or servitudes required for the Country Estates Bridge Replacement Project, LaDOTD Project No. H. 013199; authorize the Parish President to execute any and all documents necessary to acquire sites, property and/or servitudes for the said purposes; to authorize the Parish legal staff to commence expropriation proceedings in the event the sites, property and/or servitudes cannot be obtained conventionally; to declare that the taking, if required, is necessary and useful for the benefit of the public; and to provide for other matters relative thereto and call a public hearing on said matter on Wednesday, March 27, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/5/2024	Executive Summary
Ordinance	3/5/2024	Ordinance

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
H.013199	Country Estates Bridge Replacement Project

PROJECT SUMMARY (200 WORDS OR LESS)
An ordinance to authorize the acquisition of sites and/or servitudes required for the Country Estates Bridge Replacement Project.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
To consider the introduction of an ordinance to acquire any and all sites and/or servitudes that are required to facilitate construction and maintenance of the Country Estates Bridge Replacement Project. This project will be conducive to the public interest, convenience and safety of Terrebonne Parish.

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:**	**N/A**	

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

Jeanne Bray

Signature

3/4/2024

Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AUTHORIZE THE ACQUISITION OF PROPERTY, SITES AND/OR SERVITUDES REQUIRED FOR THE COUNTRY ESTATES BRIDGE REPLACEMENT PROJECT, LADOTD PROJECT NO. H.013199; AUTHORIZE THE PARISH PRESIDENT TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO ACQUIRE SITES, PROPERTY AND/OR SERVITUDES FOR THE SAID PURPOSES; TO AUTHORIZE THE PARISH LEGAL STAFF TO COMMENCE EXPROPRIATION PROCEEDINGS IN THE EVENT THE SITES, PROPERTY AND/OR SERVITUDES CANNOT BE OBTAINED CONVENTIONALLY; TO DECLARE THAT THE TAKING, IF REQUIRED, IS NECESSARY AND USEFUL FOR THE BENEFIT OF THE PUBLIC; AND TO PROVIDE FOR OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to acquire any and all property in full ownership and/or servitudes that are required to facilitate construction and maintenance of the Country Estates Bridge Replacement Project, LaDOTD Project No. H.013199; that the Parish President, Jason W. Bergeron, is hereby authorized and empowered for and on behalf of the Terrebonne Parish Consolidated Government to execute documents necessary to acquire the sites, property in full ownership and/or servitudes for the above stated purpose for consideration he deems just and reasonable, not to exceed the fair market value, and that the Parish Legal Department is hereby authorized, at the direction of the Parish Administration, to institute expropriation pursuant to LA R.S. 19:271 et seq., and/or any other legal proceedings necessary to acquire the necessary sites, property in full ownership and/or servitudes that are necessary and useful for the herein described purposes.

SECTION II

LADOTD PROJECT NO. H.013199
COUNTRY ESTATES BRIDGE REPLACEMENT PROJECT
PARISH OF TERREBONNE

The project generally provides for the replacement of the bridge on Country Estates Drive.

The construction of the above described project will be conducive to the public interest, convenience and safety and will enable Terrebonne Parish Consolidated Government (TPCG) to properly fulfill the functions imposed upon it by law.

SECTION III

If any word, clause, phrase, section or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be severable.

SECTION IV

This ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:

YEAS:
NAYS:
ABSTAINING:
ABSENT:

The Chairwoman declared the ordinance adopted on this, the _____ day of _____, 2024.

_____
JOHN AMADÉE, CHAIRMAN
TERREBONNE PARISH COUNCIL

_____
TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * * * * * *

Date and Time Delivered to Parish President:

_____

Approved _____Vetoed
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

_____

* * * * * * * * *

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

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS _____ DAY OF _____, 2024.

_____
TAMMY E. TRIGGS, COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Category Number:
Item Number: 6.

Monday, March 11, 2024

Item Title:
Ordinance to Authorize the Relocation of a Terrebonne Parish Precinct Polling location for the Election of July 17-19, 2024

Item Summary:
Consider the introduction of an ordinance to authorize the relocation of a Terrebonne Parish Precinct Polling location for the election of July 17-19, 2024, and all subsequent elections; and call a Public Hearing on Wednesday, March 27, 2024, at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/7/2024	Executive Summary
Ordinance	3/7/2024	Ordinance

EXECUTIVE SUMMARY

PROJECT TITLE
Consider the introduction of an ordinance to authorize the relocation of a Terrebonne Parish Precinct Polling location for the election of July 17-19, 2024, and all subsequent elections; and call a Public Hearing on Wednesday, March 27, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)
Precinct 029- Honduras Elementary School located at 530 Grand Caillou Road, Houma, LA 70363 is moved to East Houma Recreation Center located at 126 Boundary Road, Houma, LA 70363.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Precinct 029 which was previously located at the Honduras Elementary School, is no longer available to use for elections. TPCG wishes to relocate this polling location in accordance with La R.S. 18:534 because the polling locations need to be changed.

TOTAL EXPENDITURE				
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

Noah J. Lirette, Chief Administrative Officer

3/7/24
Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AUTHORIZE THE RELOCATION OF A TERREBONNE PARISH PRECINCT POLLING LOCATION FOR THE ELECTION OF JULY 17 – 19, 2024, AND ALL SUBSEQUENT ELECTIONS

SECTION I

WHEREAS, Precinct 029, which was previously located at the Honduras Elementary School, is no longer available to use for elections; and

WHEREAS, the following listed precinct polling location is no longer available to use for the July 17 – 19, 2024 election and all subsequent elections; and

WHEREAS, TPCG wishes to relocate this polling location in accordance with La R.S. 18:534 because the polling locations need to be changed; and

WHEREAS, notice of the relocation of the location of these polling places shall be published in Terrebonne Parish's Official Journal by the governing authority and the Parish Board of Election Supervisors in accordance with La. R.S. 18:535; and

WHEREAS, proper notice of the relocation of the location of the polling places shall be given, as applicable, in accordance with La. R.S. 18:536; and

WHEREAS, nothing herein shall change the Geographical boundaries of the precinct.

SECTION II

NOW THEREFORE BE IT ORDAINED that beginning on the July 17 – 19, 2024, election, and continuing every election thereafter, the following voting polling location shall be relocated as follows:

1) Pct. 029- Honduras Elementary School located at 530 Grand Caillou Road, Houma, LA 70363 **is moved to** East Houma Recreation Center located at 126 Boundary Road, Houma, LA 70363.

BE IT FURTHER ORDAINED that as required by law, the appropriate persons give notice pursuant to La. R.S. 18:535 and La. R.S. 18:536; and

SECTION III

NOW, THEREFORE BE IT ORDAINED by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that, in due, regular and legal sessions convened, this ordinance is enacted.

SECTION IV

NOW, LET IT FURTHER BE ORDAINED any section, clause, paragraph, provision, or portion of these regulations found to be invalid is severable and shall not affect the validity of the whole.

SECTION V

NOW, LET IT FURTHER BE ORDAINED this Ordinance shall become effective upon approval by the Parish President or as otherwise provided in Section 2-13(b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance, having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:
YEAS:
NAYS:
NOT VOTING:
ABSTAINING:
ABSENT:
The Chairperson declared the ordinance adopted on this the day of 2024.

* * * * * * * * *

_____
JOHN AMADEE, CHAIRWOMAN
TERREBONNE PARISH COUNCIL

_____
TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

* * * * * * * * *

Date and Time Delivered to Parish President:

_____

Approved _____ Vetoed

Jason W. Bergeron, Parish President

Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

_____

* * * * * * * * *

I, TAMMY E. TRIGGS, Council Clerk for the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an Ordinance adopted by the Assembled Council in Regular Session on June 28, 2023, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS TH DAY OF, 2024.

TAMMY E. TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Category Number:
Item Number: 7.

Monday, March 11, 2024

Item Title:
Ordinance to Authorize the Parish President or Administration to enter into a Cooperative Endeavor with the State of Louisiana, Office of Lands

Item Summary:
Consider the introduction of an ordinance to authorize the Parish President or Administration to enter into a Cooperative Endeavor with the State of Louisiana, Office of Lands, and execute necessary documents for the use of certain water bottoms; and call a Public Hearing on Wednesday, March 27, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/7/2024	Executive Summary
Ordinance	3/7/2024	Ordinance
CEA	3/7/2024	Backup Material
Exhibit A	3/7/2024	Exhibit

EXECUTIVE SUMMARY

PROJECT TITLE
Consider the introduction of an ordinance to authorize the Parish President or Administration to enter into a Cooperative Endeavor with the State of Louisiana, Office of Lands, and execute necessary documents for the use of certain water bottoms; and call a Public Hearing on Wednesday, March 27, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)
The State desires to lease to the Parish a portion of Bayou Terrebonne for the construction, operation, and maintenance of a Bulkhead, two Timber Docks, and Kayak Launch, which will be made available to the public for recreational activities. It is understood that the public recreation will not generate public or private revenue and are solely being constructed for the recreational purpose of enhancing recreational opportunities on Bayou Terrebonne.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
The Parties desire to enter into an Agreement to facilitate and advance the goals recited herein, as well as other goals for the public benefit of the State.

TOTAL EXPENDITURE				
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

Noah J. Lirette, Chief Administrative Officer

3/7/24
Date

OFFERED BY:
SECONDED BY:

ORDINANCE NO.

AN ORDINANCE TO AUTHORIZE THE PARISH PRESIDENT OR ADMINISTRATION TO ENTER INTO A COOPERATIVE ENDEAVOR WITH THE STATE OF LOUISIANA, OFFICE OF LANDS, AND EXECUTE NECESSARY DOCUMENTS FOR THE USE OF CERTAIN WATER BOTTOMS.

SECTION I

WHEREAS, the Louisiana Constitution of 1974, in Article VII, Section 14(C), provides that the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual for a public purpose; and

WHEREAS, the State is the owner of Bayou Terrebonne, located in Section 39, T17S-R17E, Terrebonne Parish, Louisiana, as shown on the attached plats; and

WHEREAS, by virtue of the provisions of La. R.S. 41:1701, et. seq. the State is authorized to lease water bottoms for any legitimate private, public, or commercial use; and

WHEREAS, the State desires to lease to the Parish a portion of Bayou Terrebonne for the construction, operation, and maintenance of a Bulkhead, two Timber Docks, and Kayak Launch, which will be made available to the public for recreational activities. It is understood that the public recreation will not generate public or private revenue and are solely being constructed for the recreational purpose of enhancing recreational opportunities on Bayou Terrebonne; and

WHEREAS, the Parties desire to enter into an Agreement to facilitate and advance the goals recited herein, as well as other goals for the public benefit of the State; and

NOW THEREFORE BE IT ORDAINED, by the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government that:

SECTION I

the Parish President (or Administration) is hereby authorized to execute and enter into and enforce a Cooperative Endeavor Agreement, subject to legal, with the State of Louisiana, Office of Lands, to lease to the Parish a portion of Bayou Terrebonne for the construction, operation, and maintenance of a Bulkhead, two Timber Docks, and Kayak Launch, not inconsistent with the proposed agreement attached to this Ordinance, and that the Parish President (or Administration) is hereby authorized to execute and enter into and enforce any agreements necessary and proper to effectuate the attached Cooperative Endeavor Agreement, all in accordance with the terms contained in that agreement, which is attached hereto.

SECTION II

If any word, clause, phrase, section, or other portion of this ordinance shall be declared null, void, invalid, illegal, or unconstitutional, the remaining words, clauses, phrases, sections and other portions of this ordinance shall remain in full force and effect, the provisions of this ordinance hereby being declared to be separable.

SECTION III

This ordinance shall become effective upon approval by the parish president or as otherwise provided in Section 2-13 (b) of the Home Rule Charter for a Consolidated Government for Terrebonne Parish, whichever occurs sooner.

This ordinance having been introduced and laid on the table for at least two weeks, was voted upon as follows:

THERE WAS RECORDED:
YEAS:
NAYS:
NOT VOTING:
ABSTAINING:
ABSENT:

The chairman declared the ordinance adopted on this, the____day of _____2024.

_____
Chair
Terrebonne Parish Council

_____
Council Clerk
Terrebonne Parish Council

Date and time delivered to Parish President:

approved _____vetoed
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

_____

I, _____, Council Clerk for that Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of an ordinance adopted by the assembled council in regular session on _____ ___, 2024, at which meeting a quorum was present.

Given under my official signature and seal of this office on this_____ day of _____ 2024.

_____
Council Clerk
Terrebonne Parish Council

LEASE CONTRACT NO. 1068

COOPERATIVE ENDEAVOR AGREEMENT & WATER BOTTOM LEASE

This Cooperative Endeavor Agreement and Water Bottom Lease (hereinafter referred to as the "Agreement" or "Lease") is made and entered into by and between:

> **The State of Louisiana**, through the Division of Administration, Office of State Lands, represented herein by Cheston Hill (hereinafter referred to as the "State" or "Lessor"); and
>
> **Terrebonne Parish Consolidated Government,** represented herein by Jason W. Bergeron, Parish President (hereinafter referred to as the "Parish" or "Lessee");

Who enter into this Agreement pertaining to certain water bottoms owned by the State for use by Terrebonne Parish Consolidated Government in its provision of Public Recreation to the citizens and visitors of Terrebonne Parish, in exchange for the covenants and consideration set forth herein.

WHEREAS, the Louisiana Constitution of 1974, in Article VII, Section 14(C), provides that the State and its political subdivisions may engage in cooperative endeavors with each other and with any public or private association, corporation or individual for a public purpose.

WHEREAS, the State is the owner of Bayou Terrebonne, located in Section 39, T17S-R17E, Terrebonne Parish, Louisiana, as shown on the attached plats.

WHEREAS, by virtue of the provisions of La. R.S. 41:1701, et. seq. the State is authorized to lease water bottoms for any legitimate private, public, or commercial use.

WHEREAS, the State desires to lease to the Parish a portion of Bayou Terrebonne for the construction, operation, and maintenance of a Bulkhead, two Timber Docks, and Kayak Launch, which will be made available to the public for recreational activities. It is understood that the public recreation will not generate public or private revenue and are solely being constructed for the recreational purpose of enhancing recreational opportunities on Bayou Terrebonne.

WHEREAS, the Parties desire to enter into an Agreement to facilitate and advance the goals recited herein, as well as other goals for the public benefit of the State.

WHEREAS, because it is anticipated that the public recreational value of the recreation structures will exceed the value of the obligations of the State, the Agreement is not a gratuitous donation.

NOW THEREFORE, the parties agree to the lease terms set forth below:

PROPERTY

Approximately 1,782 square feet of state claimed water bottoms in Bayou Terrebonne, located in Section 39, T17S-R17E, Terrebonne Parish, Louisiana, as shown on the plats attached hereto as Exhibit A (hereinafter referred to as the "Property").

TERM

The Lease is granted for a term of FIVE (5) YEARS, commencing on_____, and ending on _____, with an option in favor of the Lessee to renew for NINE (9) successive five year terms. In no case shall said Lease extend beyond a fifty (50) year maximum period. Any extension of the Lease must be made in writing signed by both Lessor and Lessee.

RENTAL

The rental payment constituting the consideration of this Lease is the price and sum of Zero and 00/100 ($0.00) Dollars per annum. This Lease will become binding on Lessor only after execution by Lessor and delivery to Lessee. Deposit of Lessee's first rental payment into any account of Lessor does not constitute acceptance of this Lease by Lessor.

IMPROVEMENTS

Lessee shall not make any improvements, additions, alterations or constructions of any nature whatsoever to the Property, other than those provided for in the original plans and specifications attached hereto, without prior written permission of Lessor.

CONDITIONS

1. This Lease is granted subject to all existing surface leases, mineral leases, servitudes, rights-of-way, permits or any other contracts, whether recorded or unrecorded, affecting the Property.

2. Lessee shall comply with all federal, state and local laws, rules, regulations and ordinances for sewer, sanitation, fire, safety and any other regulated activities and provide Lessor with proof of compliance.

3. Lessee agrees to use the Property as a good and careful administrator. This includes maintaining the Property in a neat, clean and orderly manner at all times. No hazardous waste materials shall be used on, placed, stored or disposed of by Lessee on or under the Property.

4. Should an Attorney be employed to give special attention to the enforcement or protection of any claim of Lessor arising from this Lease, Lessee shall pay as fees and compensation to such Attorney such sum as will constitute a reasonable fee including all court costs, together with all other costs, charges and expenses or reimbursement for actual costs occasioned by Lessor.

5. The drainage, public navigation and marine life of the surrounding area shall not be impeded in any manner.

6. Lessee acknowledges and understands that the Property is the sole property of the State of Louisiana, and that no proprietary rights or title shall vest in Lessee or be construed as transferred or abandoned by Lessor by reason of this Lease. Lessee further understands and agrees that this Lease shall not be construed to recognize or confirm title or rights with respect to riparian property relative to adverse claimants or as between riparian owners.

RESERVATIONS

Lessor reserves the full use and enjoyment of the Property, both surface and subsurface, for any and all purposes except those particular uses granted hereinabove to Lessee. Lessor's reservation includes, but is not limited to the following rights:

1. Lessor reserves all rights of whatever nature and kind in and to all minerals on or under the Property. These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, drilling, mining, production, development, storage and transportation of all oil, gas, sulphur and other minerals, on or under the Property or any other lands under the control of Lessor.

2. Lessor reserves all rights of whatever nature and kind in and to all other surface or subsurface uses of the Property. These rights include, but are not limited to, all operations which are necessary, useful or convenient for the exploration, exploitation, mining, production and development of all sand, gravel or shell deposits; issuance of servitudes and rights-of-way; and issuance of permits

and leases.

3. Nothing herein contained shall be construed as to prohibit or preclude the Lessor herein from granting to other persons, associations or corporations the right to cross over or under the Property, provided that if such crossing should necessitate the alteration or relocation of the recreation structures constructed by Lessee, all costs thereof shall be at the expense of such subsequent grantee, subject to the following:

a. The parties hereto recognize that it might hereafter become necessary or desirable to widen, deepen or make some other work of public improvement on the Property, and this Lease is accepted under the express condition and with the distinct understanding that, if any work by the United States or the State of Louisiana or any department, agency, or political subdivision of either makes it necessary to alter or relocate the floating docks, the entire costs of alteration or relocation shall be borne by the Lessee, the responsibility on the part of the Lessee being part of the consideration from which this Lease is made.

b. Lessor may exercise the rights reserved herein without Lessee's consent, so long as those rights granted do not prohibit Lessee's use of the Property. Lessee hereby expressly agrees and declares that Lessor shall not be liable to Lessee for damages resulting from the exercise of any rights reserved herein.

ASSIGNMENT/SUBLEASE

This Agreement shall be binding upon Lessor and Lessee, their respective successors and assigns. This Lease may not be assigned, subleased or otherwise transferred in whole or in part without the prior written permission of Lessor, provided, however, that such consent shall not be necessary in the event of a transfer of the Lease resulting from a corporate merger, consolidation or change of name of Lessee.

HOLD HARMLESS

1. Lessee accepts the Property in its present condition and Lessor shall not be responsible for damage of any kind to any person or property arising out of or resulting from Lessee’s use of the Property. Lessee further agrees to indemnify and to hold Lessor harmless against any loss or liability for injury to or death of persons or damage to property of others, including costs and expenses incident thereto, arising wholly or in part from or in connection with the condition, use or existence of the Property or any of the rights granted herein. Lessee will, at Lessor's request, appear and defend any suit arising from any such loss or liability at its own sole cost and expense and will pay any judgement that may be entered against Lessor therein when said suit is finally determined for such loss or liability resulting from Lessee's use of the Property.

2. Lessee further acknowledges and understands that Lessee's acceptance of the Property in its present condition and without any warranty of title whatsoever by Lessor, that Lessor will not be responsible to Lessee for any loss or damage that Lessee may suffer as a result of any claim, demand or cause of action that may be brought by third parties asserting riparian or reclamation rights to the Property leased herein.

LIABILITY INSURANCE

Lessee is required to maintain a minimum amount of liability insurance of at least Five Hundred Thousand and 00/100 ($500,000) Dollars of liability insurance or a greater amount as established by Lessor at all times this Lease is in effect. Lessee shall ensure that the State of Louisiana is named as an additional insured and a certificate of insurance shall be submitted to Lessor upon request to insure continued coverage.

TERMINATION/EXPIRATION

1. Lessor may terminate the Lease for cause based upon the failure of the Lessee to comply with the terms and/or conditions of the Lease, including but not limited to failure to pay rent, discontinued use of the Property, or construction of unauthorized improvements that deviate substantially from those set forth in the Lessee’s plans and specifications. Prior to termination, the Lessor shall give the Lessee written notice specifying the Lessee’s failure. If within thirty (30) calendar days after receipt of such notice, the Lessee shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said

failure and thereafter proceeded diligently to complete such correction, then the Lessor may, at its option, place the Lessee in default and terminate the Lease on the date specified in such notice.

2. Should Lessee at any time use the Property or any portion thereof for any illegal or unlawful purpose, or should Lessee commit, or permit or tolerate the commission of any act made punishable by fine or imprisonment under the laws of the United States or the State of Louisiana, or any ordinance of the Parish, the Lessor may terminate the Lease immediately upon written or verbal notice to Lessee.

3. It is understood and agreed that should it be determined that the Property covered by this Lease is required for a public purpose by the State, Lessee shall be so notified by writing and this Lease shall be terminated and the Property surrendered ninety (90) days from the date of receipt of said notice. A pro-rata share of the annual rental shall be repaid to Lessee based on the ratio of the terminated period to the total annual rental period.

4. Lessee may surrender this Lease at any time, either during the original term or any extension of the original term by giving written notice to Lessor. If Lessee had previously recorded this Lease in the parish conveyance records, then Lessee shall file a written release in the parish conveyance records and shall provide Lessor a certified copy thereof. Surrender of this Lease shall not affect any existing obligations of the Lessee or relieve the Lessee of any obligations previously incurred.

5. Upon termination of this Lease, Lessee will ipso facto forfeit any right of recourse against Lessor for return of all or part of the consideration paid.

6. Upon dissolution of this Lease for any reason, including but not limited to termination for cause, expiration of the term or surrender by the Lessee, Lessee or its assigns hereby agree to remove at their sole risk, cost and expense any or all improvements, constructions, or obstacles and to restore the Property to its original condition within ninety (90) days. In the event Lessee fails to remove all constructions from the Property within ninety (90) days, then Lessor may (1) appropriate ownership of the improvements upon written notice, with no compensation owed to Lessee, or (2) remove the improvements, constructions, or obstacles. In the event Lessor must pay for removal of any improvements, constructions, or obstacles, Lessee is obligated to reimburse the Lessor for such removal expenses within thirty (30) days of demand thereof.

7. Should Lessor allow or permit Lessee to remain on the Property after the expiration or termination of this Lease, this shall not be construed as a reconduction of this Lease.

NOTICES

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when (i) deposited in Federal Express (or any other national "next day" delivery service), or (ii) deposited in the United States mail via registered or certified main, postage prepaid, return receipt requested, or (iii) hand delivered, or (iv) sent via facsimile or email. Any notice sent by mail should be addressed as follows:

STATE: Louisiana Office of State Lands
P. O. Box 44124
Baton Rouge, LA 70804

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

EFFECT OF LAW AND VENUE

1. The parties to this Lease understand and agree that the provisions herein shall, between them, have the effect of law; but in reference to matters not provided herein, this Lease shall be governed by the laws of the State of Louisiana.

2. Venue of any action brought with regard to this Agreement shall be in the Nineteenth Judicial District Court, Parish of East Baton Rouge, State of Louisiana.

THUS DONE AND SIGNED by the Terrebonne Parish Consolidated Government on the _____day of _____ 2024.

WITNESSES: **Terrebonne Parish Consolidated Government**

_____
Printed Name: _____

_____ By_____
Printed Name: _____ Jason W. Bergeron
Parish President

****

THUS DONE AND SIGNED by the State of Louisiana on the _____day of _____ 2024.

WITNESSES: **STATE OF LOUISIANA**
DIVISION OF ADMINISTRATION

_____
Printed Name: Joel Brannan

_____ By_____
Printed Name: _____ Cheston Hill
Public Lands Administrator

****

APPROVED AS TO FORM AND LEGALITY:

_____
OFFICE OF THE ATTORNEY GENERAL

Printed Name: Ryan Seidemann

Legend

Limit of Work (1.9-acres)

N

0 2,000 4,000 8,000 feet

For Permitting Purposes Only

DDG

Date: 1/16/2024

21-214
Houma Heights
Lafourche Parish, LA

Figure 1

Vicinity Map

Legend

Limit of Work (1.9-acres)

N

0 37.5 75 150 feet

For Permitting Purposes Only

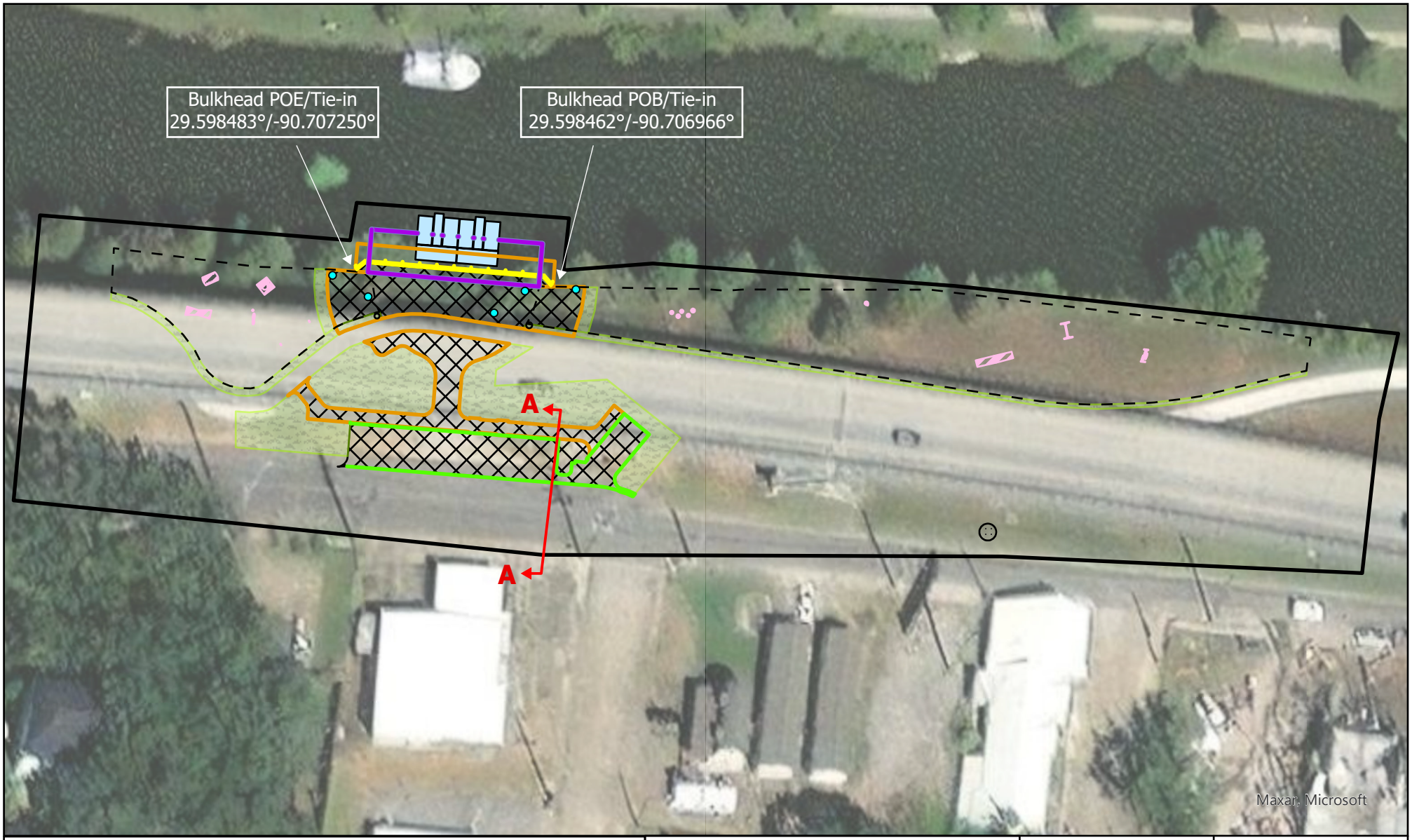
DDG

Date: 1/16/2024

21-214
Houma Heights
Lafourche Parish, LA

Figure 2

Existing Conditions



Legend

- Limit of Work (1.9-acres)
- Proposed Paved Surfaces (0.16 acres)
- Walking Path
- Bulkhead and Piles (100 feet)
- Floating Kayak Dock (763 sq. ft.)
- Dog Park Fencing
- Grass Replanted
- Dog Park Features
- Remove Existing Tree
- Cross-Section Line
- Wooden Deck
- Excavated Area (0.13 acres)

N

0 35 70 140 feet

For Permitting Purposes Only

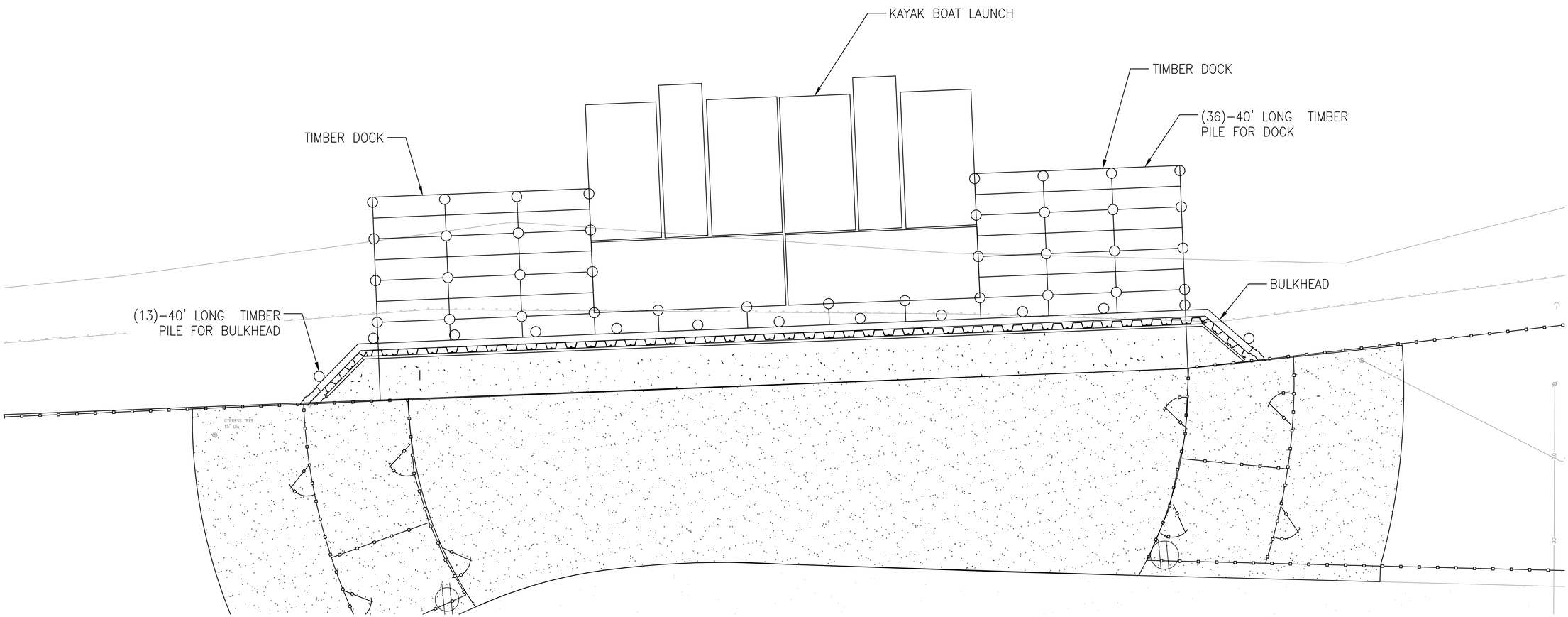
DDG

Date: 1/17/2024

21-214
Houma Heights Park
Lafourche Parish, LA

Figure 3

Proposed Conditions



PILE LAYOUT

SCALE: 1"=5'

QUANTITIES

NO. OF PILES: 49
VOLUME OF FILL: 52.44 cu. yds

Z:\2021\21-214\STRUCTURAL\CAD\21-214 PILE LAYOUT.DWG

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HOUMA HEIGHTS PARK - PHASE 1
HOUMA, LOUISIANA
TERREBONNE PARISH
TERREBONNE PARISH

DDG
16564 E. BREWSTER ROAD | SUITE 101
COVINGTON, LA
985.249.6180

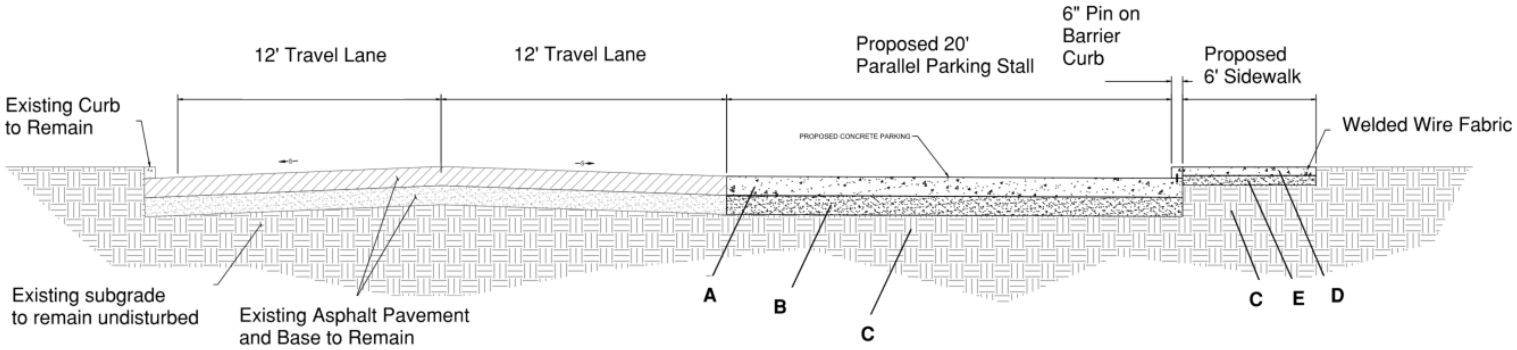
PRELIMINARY NOT FOR CONSTRUCTION

PROJECT NO. 21-214
ISSUE FOR INFORMATION
1/11/2024

CHECKED KLM
DRAWN BY BJL

PILE LAYOUT SKETCH

Section A-A
NTS



SECTION KEYNOTE LEGEND:

- (A) 8" PORTLAND CEMENT CONCRETE WITH 4,000 psi 28 DAY COMPRESSIVE STRENGTH COMPLYING WITH LSSRB 2016 EDITION.
- (B) 12" COMPACTED GRANULAR STRUCTURAL BASE (SAND) COMPLYING WITH EMBANKMENT FILL REQUIREMENTS OF LSSRB.
- (C) PROOF ROLLED SUBGRADE.
- (D) 4" PORTLAND CEMENT CONCRETE WITH 4,000 psi 28 DAY COMPRESSIVE STRENGTH COMPLYING WITH LSSRB 2016 EDITION.
- (E) 4" AGGREGATE BASE COURSE COMPACTED TO 98% OPTIMAL DENSITY PER ASTM D698.

HOUMA HEIGHTS PARK - PHASE 1
HOUMA, LOUISIANA
TERREBONNE PARISH
TERREBONNE PARISH

DDG
9015 BLUEBONNET BLVD.
BATON ROUGE, LA 70810
225.751.4490

PRELIMINARY NOT FOR CONSTRUCTION

PROJECT NO. 21-214
85% REVIEW SET
6/28/2023

CHECKED DJO
DRAWN BY SMS

Figure 4

Proposed Section View

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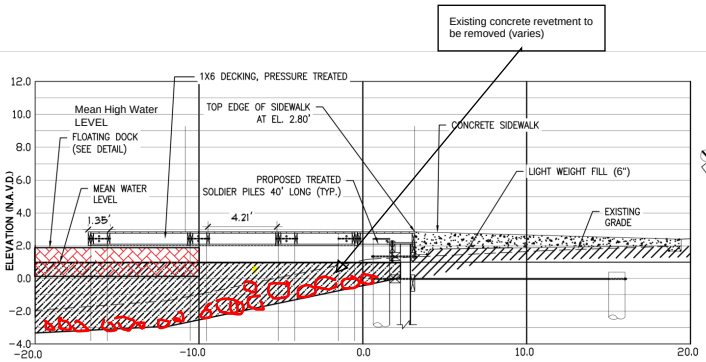
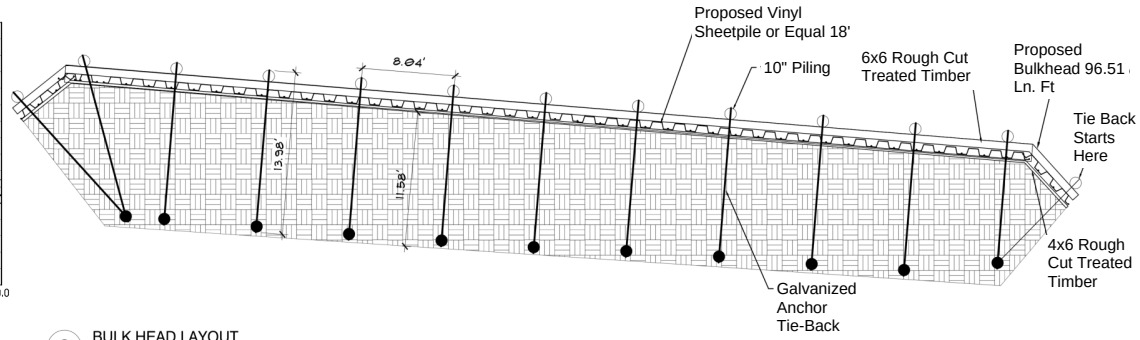
Z:\2021\21-214\CIVIL\21-214 C-2 GRADING PLAN.DWG



1 PIER AND BULK HEAD SECTION

N.T.S

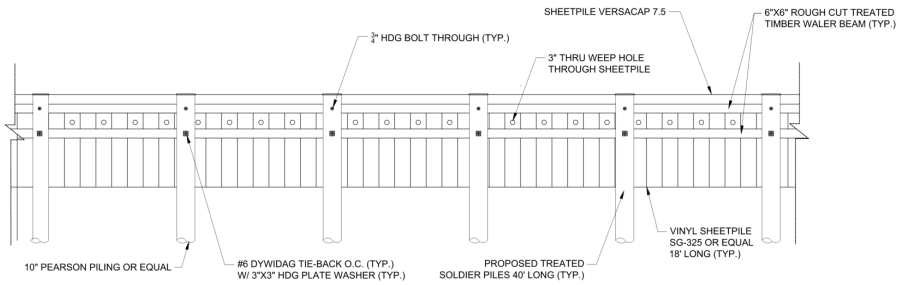
DDG-PR-DOC-07



2 BULK HEAD LAYOUT

N.T.S

DDG-PR-DOC-08

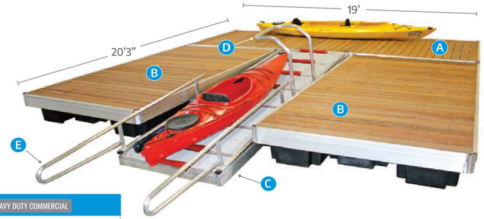


3 BULK HEAD ELEVATION

N.T.S

DDG-PR-DOC-09

THE DOCK DOCTORS
WATERFRONT SPECIALISTS
MODEL: ADA CANOE/KAYAK LAUNCH
OR EQUAL
PHONE: 800-877-3147
EMAIL: info@thedockdoctors.com
www.thedockdoctors.com



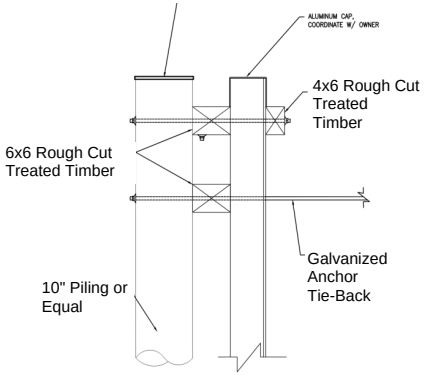
Dock & Launch System HEAVY DUTY COMMERCIAL

Our heavy duty commercial dock and launch system features a 7" tall aluminum frame, and a 20'3" × 19' overall size and includes:

- A (1) main frame (7' × 19')
- B (2) dock fingers (7' × 13'3")
- C Launch ramp (4'4" × 15') with built in rollers & Sure-Step® non-skid decking
- D Boarding handle
- E Grab and launch rails

4 FLOATING KAYAK LAUNCH

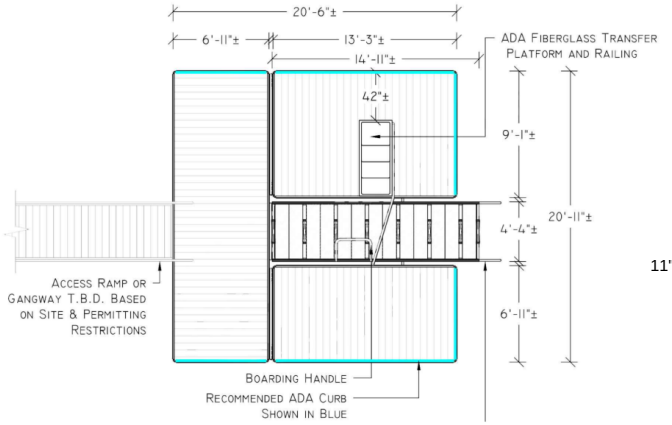
N.T.S.



5 BULK HEAD SECTION

N.T.S

DDG-PR-DOC-10

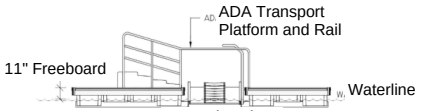


6 ADA COMMERCIAL KAYAK LAUNCH SYSTEM

N.T.S.

THE DOCK DOCTORS
WATERFRONT SPECIALISTS
MODEL: ADA CANOE/KAYAK LAUNCH
OR EQUAL
PHONE: 800-877-3147
EMAIL: info@thedockdoctors.com
www.thedockdoctors.com

Side Elevation



Front Elevation

Not For Construction

DOCK DETAILS

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HOUMA HEIGHTS PARK - PHASE 1
HOUMA, LOUISIANA
TERREBONNE PARISH
TERREBONNE PARISH

DDG
9015 BLUEBONNET BLVD.
BATON ROUGE, LA 70810
225.751.4490

PROGRESS SET – FOR REVIEW ONLY
Issued 07/21/2023

These documents are for Design Review and not intended for Construction, Bidding, Recordation, Conveyance Sales, or as the Basis for Issuance of a Permit. They were prepared by, or under the supervision of:
Jason P. Landrem PLA, ASLA # L-242
LA Licensed Landscape Architect
Duplantis Design Group, P.C.

PROJECT NO. 21-214
SUBMITTAL NAME
xx/xx/xxxx

CHECKED AMR
DRAWN BY DMS

Figure 5

Proposed Section View

Category Number:
Item Number: 8.

Monday, March 11, 2024

Item Title:
DISCUSSION: Road Lighting and Road Striping

Item Summary:
Discussion and possible action relative to road lighting and road striping concerns in Terrebonne Parish.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	3/7/2024	Executive Summary

EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
DISCUSSION: Road Lighting and Road Striping

PROJECT SUMMARY (200 WORDS OR LESS)
Discussion and possible action relative to road lighting and road striping concerns in Terrebonne Parish.

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

Carl Harding
Clayton Voisin, Jr.

03/05/24

Signature

Date