

---

# TERREBONNE PARISH COUNCIL

## COMMUNITY DEVELOPMENT AND PLANNING COMMITTEE

Mr. Daniel Babin	Chairman
Mr. Gerald Michel	Vice-Chairman
Mr. John Navy	Member
Mr. Carl Harding	Member
Mr. John Amedee	Member
Ms. Jessica Domangue	Member
Mr. Darrin W. Guidry, Sr.	Member
Mr. Dirk Guidry	Member
Mr. Steve Trosclair	Member



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

### AGENDA

June 6, 2022  
5:45 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 the table near the entrance into the building** 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. Motion to discuss with possible action regarding summer camps at the West Houma Gym and the Mechanicville Gym.
2. **RESOLUTION:** Indicating the intention of the Terrebonne Parish Consolidated Government, State of Louisiana, to approve the two (2) year appointment of Mr. Steve Crispino as a Director to the Board of the Louisiana Local Governmental Facilities and Community Development Authority ("The Authority") as provided by Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

3. **RESOLUTION:** Authorizing Parish President Gordon E. Dove to execute Amendment No. 3 to the agreement for consultant services between TPCG and Desire Line, LLC relative to Substantial Damage Determinations reviews, compliance monitoring, and appeals.
4. **RESOLUTION:** Authorizing Parish President Gordon E. Dove to sign and submit Amendment #3 to the Terrebonne Parish Gustav/Ike Disaster Recovery Plan Cooperative Endeavor Agreement and Budget with the State of Louisiana and HUD to accept additional funding for the Community Development Block Grant Disaster Recovery Program.
5. **RESOLUTION:** Giving Notice of Intent to adopt an Ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way for “Summerfield Place Subdivision, Addendum No. 18, Phase A;” energize and accept the streetlights and to incorporate the extension of “Lancaster Drive” into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.
6. Introduction of an ordinance to amend certain portions of Section 18-289 of the Terrebonne Parish Code of Ordinances to remove nine (9) parking meters along Belanger Street from Grinage to Church Street, three (3) meters on the west side of Grinage Street (No. 16, 116, and 117), and two (2) meters on the west side of Church Street between Main and Belanger Streets and amend Section 18-243(a) to include a Freight: Loading/Unloading Zone in place of the three (3) meters along the west side of Grinage Street (No. 16, 116, and 117) and calling for a public hearing on said matter on Wednesday, June 8, 2022 at 6:30 P.M.
7. Adjourn

Category Number:  
Item Number:



Monday, June 6, 2022

---

**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

---

Category Number:  
Item Number:



Monday, June 6, 2022

---

**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

---



Monday, June 6, 2022

---

**Item Title:**

Summer Camps at W. Houma and Mechanicville Gym

**Item Summary:**

Motion to discuss with possible action regarding summer camps at the West Houma Gym and the Mechanicville Gym.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	5/5/2022	Cover Memo



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Summer Camps

PROJECT SUMMARY (200 WORDS OR LESS)
Motion to discussion with possible action regarding summer camps at the West Houma Gym and the Mechanicville Gym

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

TOTAL EXPENDITURE
N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECT ALREADY 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 Navy*

*05/05/2022*

Signature

Date



Monday, June 6, 2022

---

**Item Title:**

LA Local Government Environmental Facilities

**Item Summary:**

**RESOLUTION:** Indicating the intention of the Terrebonne Parish Consolidated Government, State of Louisiana, to approve the two (2) year appointment of Mr. Steve Crispino as a Director to the Board of the Louisiana Local Governmental Facilities and Community Development Authority ("The Authority") as provided by Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	6/1/2022	Executive Summary
LCOA	6/1/2022	Resolution
Terrebonne	6/1/2022	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

RESOLUTION: Louisiana Local Governmental Facilities and Community Development Authority Appointment of Mr. Steve Crispino to Board of Directors

### PROJECT SUMMARY (200 WORDS OR LESS)

**RESOLUTION:** Indicating the intention of the Terrebonne Parish Consolidated Government, State of Louisiana, to approve the two (2) year appointment of Mr. Steve Crispino as a Director to the Board of the Louisiana Local Governmental Facilities and Community Development Authority ("The Authority") as provided by Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended.

### 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

*Kandace Mauldin*

*05/31/2022*

Signature

Date

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**RESOLUTION**

A RESOLUTION INDICATING THE INTENTION OF THE \_\_\_\_\_,  
STATE OF LOUISIANA, TO APPROVE THE TWO (2) YEAR APPOINTMENT OF  
\_\_\_\_\_ AS A DIRECTOR TO THE BOARD OF THE  
LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND  
COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY") AS  
PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED  
STATUTES OF 1950, AS AMENDED.

WHEREAS, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and

WHEREAS, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

WHEREAS, the \_\_\_\_\_, State of Louisiana, previously passed a resolution to become a participating political subdivision of the Authority in accordance with the Act; and

NOW THEREFORE, BE IT RESOLVED by the governing authority of the \_\_\_\_\_, State of Louisiana, acting in such capacity:

Section 1. Approve the appointment of \_\_\_\_\_ to serve as a Director of the Authority for a term of two (2) years from the date hereof.

Section 2. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

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

YEAS:

NAYS:

ABSENT:

And the resolution was declared adopted on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

\_\_\_\_\_  
ATTEST:  
Title:

\_\_\_\_\_  
Name:  
Title:

**CERTIFICATE**

I, the undersigned, hereby certify that the foregoing is a true and correct copy of a Resolution adopted on \_\_\_\_\_, 20\_\_ by the governing authority of \_\_\_\_\_, State of Louisiana, at a meeting thereof regularly convened and after proper notice thereof having been given, and I further certified that the same remains in full force and effect.

THUS DONE AND SIGNED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Title:

Exp. 7/29/2022

STEVE TROSCLAIR, CHAIRMAN

DARRIN W. GUIDRY, SR., VICE-CHAIRMAN

DISTRICT 1  
JOHN NAVY  
DISTRICT 3  
GERALD MICHEL  
DISTRICT 5  
JESSICA DOMANGUE  
DISTRICT 7  
DANIEL BABIN  
DISTRICT 9  
STEVE TROSCLAIR



DISTRICT 2  
CARL A. HARDING  
DISTRICT 4  
JOHN P. AMEDÉE  
DISTRICT 6  
DARRIN W. GUIDRY, SR.  
DISTRICT 8  
DIRK J. GUIDRY  
COUNCIL CLERK  
SUZETTE THOMAS

*Received*  
*AKC*  
*8-5-2020*

Post Office Box 2768 • Houma, LA 70361  
Government Tower Building • 8026 Main Street, Suite 600 • Houma, LA 70360  
Telephone: (985) 873-6519 • FAX: (985) 873-6521  
suthomas@tpcg.org www.tpcg.org

July 30, 2020

Mr. David Rabalais, Executive Director  
Terrebonne Port  
1116 Bayou Lacarpe Road, Ste. A  
Houma, LA 70363

RE: LA Local Government Environmental Facilities & Community Development Authority Director

Dear Mr. Rabalais:

Attached is an original copy of Resolution No. 20-207 which indicates the intention of the Terrebonne Parish Consolidated Government (TPCG) to participate in the Louisiana Local Government Environmental Facilities and Community Development Authority. The resolution further approves the appointment of Mr. Steve Crispino to represent TPCG on the Board of Directors.

Should you have any questions, please feel free to contact me.

Sincerely,

Suzette Thomas  
Council Clerk  
Office of the Terrebonne Parish Council

/st

cc: Honorable Gordon E. Dove, Parish President  
Mr. Mike Toups, Parish Manager  
Ms. Leilani Adams Parish President Executive Secretary  
Council Reading File

--	--	--	--	--	--

OFFERED BY: MR. D. J. GUIDRY  
SECONDED BY: MS. J. DOMANGUE

**RESOLUTION NO. 20-207**

A RESOLUTION INDICATING THE INTENTION OF THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT, STATE OF LOUISIANA, TO BECOME A PARTICIPATING POLITICAL SUBDIVISION IN THE LOUISIANA LOCAL GOVERNMENT ENVIRONMENTAL FACILITIES AND COMMUNITY DEVELOPMENT AUTHORITY (THE "AUTHORITY"); APPROVING THE APPOINTMENT OF A DIRECTOR TO REPRESENT THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT ON THE BOARD OF DIRECTORS OF THE AUTHORITY; AND OTHERWISE PROVIDING WITH RESPECT THERETO AS PROVIDED BY CHAPTER 10-D OF TITLE 33 OF THE LOUISIANA REVISED STATUTES OF 1950, AS AMENDED.

**WHEREAS**, Chapter 10-D of Title 33 of the Louisiana Revised Statutes of 1950, as amended, comprised of R.S. 33:4548.1 through 4548.16 is known as the Louisiana Local Government Environmental Facilities and Community Development Authority Act (the "Act"); and

**WHEREAS**, the Act creates the Louisiana Local Government Environmental Facilities and Community Development Authority (the "Authority") for the purpose of assisting political subdivisions, as defined in the Act, and other designated entities in acquiring, financing and constructing certain facilities, including environmental, public infrastructure, community and economic development purposes and to otherwise establish programs to aid in the financing of local government and economic development projects; and

**WHEREAS**, the Terrebonne Parish Consolidated Government, State of Louisiana, is eligible to become a participating political subdivision of the Authority in accordance with the Act; and

**WHEREAS**, pursuant to Section 4548.4 of the Act, the governing authority of the Terrebonne Parish Consolidated Government, State of Louisiana, desires to become a member of the Authority ("Member") and to approve the appointment of Steve Crispino to serve as a Director of the Authority and ratify any action taken heretofore by and on behalf of the member;

**NOW THEREFORE, BE IT RESOLVED** by the governing authority of the Terrebonne Parish Consolidated Government, State of Louisiana, acting in such capacity:

Section 1. Under the authority of Section 4548.4 of the Act, it is hereby declared to be the express intention of the Terrebonne Parish Consolidated Government, State of Louisiana, to become a participating political subdivision and member of the Authority

Section 2. Pursuant to the Act, the appointment of Steve Crispino to serve as a Director of the Authority for a term of two (2) years from the date hereof is hereby approved.

Section 3. This resolution shall take effect immediately and a certified copy hereof shall be forwarded to the offices of the Authority.

**THERE WAS RECORDED:**

YEAS: D. W. Guidry, Sr., D. Babin, D. J. Guidry, S. Trosclair, J. Navy, C. Harding, G. Michel and J. Domangue.

NAYS: None.

ABSTAINING: None.

ABSENT: J. Amedée.

The Chairman declared the resolution adopted on this the 29th day of July 2020.

\* \* \* \* \*

I, SUZETTE THOMAS, 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 July 29, 2020 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS 30th DAY OF JULY 2020.



SUZETTE THOMAS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



Monday, June 6, 2022

---

**Item Title:**

Resolution Authorizing Amendment #3 to Desire Line, LLC for Services Relative to Substantial Damage Determinations

**Item Summary:**

**RESOLUTION:** Authorizing Parish President Gordon E. Dove to execute Amendment No. 3 to the agreement for consultant services between TPCG and Desire Line, LLC relative to Substantial Damage Determinations reviews, compliance monitoring, and appeals.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	5/20/2022	Executive Summary
Resolution	5/20/2022	Resolution
Cover Memo	5/20/2022	Cover Memo
Proposed Amendment #3	5/20/2022	Backup Material



**EXECUTIVE SUMMARY  
(REQUIRED FOR ALL SUBMISSIONS)**

<b>PROJECT TITLE</b>
A resolution authorizing the Parish President to execute Amendment No. 3 to the agreement for consultant services between TPCG and Desire Line, LLC relative to Substantial Damage Determinations reviews, compliance monitoring, and appeals.

<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
The original contract approved by Council Resolution No 21-345 and the executed version recorded at the Courthouse on Nov 24, 2021. In April/May 2022, TPCG sent out over 700 substantial damage determination letters to the property owners identified thru the substantial damage estimation process. It is anticipated that P&Z Dept will be receiving a lot of calls and inquiries regarding the SDD. Parish staff have identified the need for additional support relative to the review of Substantial Damage determination appeals, responding to questions related to Substantial Damage Determinations and eligible costs, and facilitating permit review for properties determined to be Substantially Damaged.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
On August 29, 2021, Hurricane Ida struck SE Louisiana Coastline and Terrebonne Parish was one of the largest impacted areas. The Parish is required to determine the extent of damages on all houses in the special flood hazard area that may not be compliant with the current base flood elevation standards required by the NFIP. Structures that are substantially damaged must be informed of the determination and the obligations under the Flood Damage Prevention Ordinance to elevate, relocate, or demolish the structure. To provide the best possible level of timely service to parish residents, the P&Z Dept has requested these services.

<b>TOTAL EXPENDITURE</b>			
\$5,000 (\$45,000 reimbursable)			
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>			
ACTUAL		<u>ESTIMATED (NTE)</u>	
<b>IS PROJECTALREADY BUDGETED: (CIRCLE ONE)</b>			
N/A	NO	<u>YES</u>	<b>IF YES AMOUNT BUDGETED:</b> \$50,000

<b>COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)</b>									
<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9

Chris Pulaski  
 Christopher Pulaski, PLA  
 Planning & Zoning Director

5/20/22  
 Date

OFFERED BY:  
SECONDED BY:

RESOLUTION NO.

A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO EXECUTE AMENDMENT NO. 3 TO THE AGREEMENT BETWEEN TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND DESIRE LINE, LLC RELATIVE TO SUBSTANTIAL DAMAGE DETERMINATIONS REVIEWS, COMPLIANCE MONITORING, AND APPEALS.

**WHEREAS**, the Terrebonne Parish Consolidated Government participates in the National Flood Insurance Program; and

**WHEREAS**, the Parish, under the provisions of the NFIP, is required to identify all substantially damaged structures and enforce the provisions of the ordinance; and

**WHEREAS**, the Parish procured, executed, and implemented a contract with Desire Line, LLC to provide substantial damage data collection and determination services in order to meet the NFIP requirement; and

**WHEREAS**, Parish staff have identified the need for additional support relative to the review of Substantial Damage determination appeals, responding to questions related to Substantial Damage Determinations and eligible costs, and facilitating permit review for properties determined to be Substantially Damaged;

**NOW, THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council, (Community Development and Planning Committee) on behalf of the Terrebonne Parish Consolidated Government, authorize the Parish President to execute Amendment No. 3 to the original services contract for Hurricane Ida-Related FEMA Substantial Damages Determinations dated November 23, 2021.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\* \* \* \* \*

I, SUZETTE THOMAS, 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 Community Development and Planning Committee on \_\_\_\_\_, 2022 and subsequently ratified by the

Assembled Council in Regular Session on \_\_\_\_\_, 2022 at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

---

SUZETTE THOMAS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

May 20, 2022

MEMO TO: Hon. Gordon E. Dove  
Parish President

FROM: Chris Pulaski, Director  
Planning and Zoning Department

SUBJECT: Request for CD&P Committee Agenda Item – June 6, 2022

---

Please find the following items for your review:

- A resolution authorizing an amendment to the original contract for additional support relative to the review of Substantial Damage determination appeals, responding to questions related to Substantial Damage Determinations and eligible costs, and facilitating permit review for properties determined to be Substantially Damaged. The fees for this service are not to exceed \$50,000 and 90% is eligible for FEMA reimbursement.

If everything meets with your approval, it is respectfully requested that you place the resolution on the June 6, 2022 Council CD&P Committee agenda for consideration. If you have any questions, please advise.

STATE OF LOUISIANA

PARISH OF TERREBONNE

**AMENDMENT NO. 3 TO  
PROFESSIONAL SERVICES CONTRACT FOR  
HURRICANE IDA-RELATED FEMA SUBSTANTIAL DAMAGES DETERMINATIONS**

This Amendment No. 3 to the Professional Services Contract for Hurricane Ida-Related FEMA Substantial Damages Determinations (“Amendment”) is hereby made and executed by and between:

1. THE PARTIES

1.1. **Terrebonne Parish Consolidated Government**, a political subdivision of the State of Louisiana, acting by and through Gordon E. Dove President, by virtue of Terrebonne Parish Council Resolution No. \_\_\_\_\_, with a mailing address of PO Box 2768, Houma LA 70361, hereinafter designated as “Owner”; and

1.2. **Desire Line, LLC** (EIN 87-2059426) a Louisiana limited liability company whose mailing address for the purposes herein is 1348 Chickasaw Avenue, Metairie LA 70005, represented by Alexandra Carter, its duly authorized Manager, by virtue of the records on file with the Louisiana Secretary of State, and who is hereinafter designated as "Contractor";

who, in consideration of the covenants and agreements herein contained, to be performed by the parties hereto and of payments hereinafter agreed to be made, it is mutually agreed as follows:

2. ORIGINAL CONTRACT

The Parties to this Amendment entered into that certain Professional Services Contract for Hurricane Ida-Related FEMA Substantial Damages Determinations on November 23, 2021 by Contractor and on November 24, 2021 by Owner (hereinafter “Original Contract”). The Original Contract was filed for record on November 24, 2021, with the Terrebonne Parish Recorder of Mortgages and Conveyances at MOB 3299, page 13, and COB 2652, Page 838, Entry No. 1638432. The Original Contract was first amended by the parties on January 24, 2022, and filed for record at Terrebonne Parish COB and MOB Entry No. 1643243 (hereinafter “Amendment No. 1”) and later amended by the parties on February 24, 2022, and filed for record at Terrebonne Parish COB and MOB Entry No. 1645036 (hereinafter “Amendment No. 2”).

3. PURPOSE

The Original Contract includes Contractor provision of “all services necessary to develop and facilitate delivery of OWNER’s FEMA Substantial Damage Determination in the aftermath of Hurricane Ida” (Section 2.1) and includes the provision of “up to twenty-four (24) hours of technical support and training for OWNER’s personnel upon delivery of the completed Substantial Damage database” (Section 2.2.13). To-date all twenty-four (24) hours of support have been utilized in furtherance of project goals and Parish staff have identified the need for additional support relative to the review of Substantial Damage determination appeals, responding to questions related to Substantial Damage Determinations and eligible costs, and facilitating permit review for properties determined to be Substantially Damaged. Contractor is able to perform these and other services directly related to the facilitation of Substantial Damage Determinations for an additional cost not to exceed \$50,000.00 at a rate of \$90.00 per hour to ensure delivery of OWNER’s FEMA Substantial Damage Determinations. Owner finds Contractor’s offer to be reasonable and the parties enter into this Amendment to provide for the same. The Amendment consists of Sections 4.1 and 4.2 of the Original Contract.

4. AMENDED TERMS AND CONDITIONS

I.

The Parties agree that Sections 4.1 and 4.2 of the Original Contract shall be and is hereby amended to read in their entirety as follows:

4.1. In consideration of the services described above, Owner hereby agrees to pay Contractor and Contractor agrees to accept payment in the total amount of Two Hundred Seventy Thousand and 00/100 (\$270,000.00) Dollars, and no more, in accordance with the provisions of this contract.

4.2. Owner shall pay Contractor per completed milestone based on the percentages and process assigned to each milestone herein below:

**Milestone No. 1 – Initial Data Analysis and Project Task Alignment - \$22,500 (8%)**

Estimated timeline: Weeks 1-2, effective date 11/10

Estimated Delivery Date: November 24, 2021

Includes team meetings, field surveys, publicly available data collection and compilation efforts, meetings and coordination with Parish to collect existing local data, field staff training, team staff assignments

Deliverables: Approach memo, permitting talking points, field staff reference manual, community grids mapped for survey work, community appraisal value methodology and recommendations, draft substantial damage determination letters for various circumstances

**Milestone No. 2 – Data Gap Analysis and Initial Field Work - \$37,500 (14%)**

Estimated timeline: Weeks 2-4

Estimated Delivery Date: December 8, 2021

*(Note: Initial project cost is focused on ensuring existing data is utilized to avoid duplicating efforts and to enhance efficiency in field data collection efforts)*

Includes initial review of data collected, consolidation and mapping of data, development of solutions to address data gaps and workplan to facilitate next steps. Coordination with Parish to ensure alignment on data gap resolution. Field staff deployments and daily data collection and reporting begin.

Deliverables: Data gap resolution memo, daily data submittal to parish, parishwide map of existing data

**Milestone No. 3 – 50% of Data Gaps Addressed - \$45,000 (17%)**

Estimated timeline: Weeks 3-6

Deliver No Later than December 31, 2021

Deliverables: Summary report and presentation to Parish Council (if needed) of all properties complete to-date, list of recommended determinations, draft substantial damage letters for applicable properties

**Milestone No. 3a – 100% Resolution of Data Delays - \$55,000.00 (20%)**

Estimated timeline: Weeks 4-7

Deliver No Later than January 15, 2022

Deliverables:

- (1) Quality control complete to utilize USAR data points and photos in SDE tool, including:
  - (a) Review of each point for address and photo data
  - (b) Re-mapping points to correct Parish address per site visit verification and aerial photo confirmation
  - (c) Elimination of points lacking photo documentation of damage or lacking sufficient location data
  - (d) Site visits and new data collection for points lacking sufficient data to make an SDE Tool entry and recommendation (approx. 30% of points, geographically distributed throughout parish)

- (2) (delayed) SDE Tool Report including data collected from Parish, Desire Line, FEMA IA, and NFIP claims data: Analysis of detailed data produced through an Information Sharing Access Agreement including property specific and claims data.
- (3) (delayed) Current structure analysis with effective BFE or ABFE based on full elevation certificate database
  - (a) Effective structure elevation requirements and elevation height
  - (b) Augmentation of draft SD letters to accommodate all available elevation certificate data.

**Milestone No. 3b: Elevation Certificate Data Retrieval and Digitization - \$15,000 (5%)**

Estimated timeline: Weeks 6-9

Deliver no later than February 15, 2022

Deliverable: Digitized elevation certificate database

**Milestone No. 4a – 100% Complete SDEs submitted to Parish - \$45,000 (17%)**

Estimated timeline: Weeks 4-7

Deliver No Later than February 1, 2022

Deliverables: Summary report and presentation to Parish Council (if needed) of all properties completed, list of recommended determinations, draft substantial damage letters for applicable properties

*Note: If work completed before estimated timeline, Consultant is permitted to invoice for work completed satisfactorily.*

**Milestone No. 4b – Substantial Damage Permit Compliance Support - \$50,000 (19%)**

*Invoiced monthly at rate of \$90.00 per hour*

Estimated timeline: Weeks 8-60 (1 year)

Assess status of remaining SD properties no later than February 1, 2023

Deliverables: Monthly reports of permits reviewed and issued, sites visited, and supporting documentation for Substantially Damaged or Potentially Substantially Damaged determination appeals, responses to questions related to Substantial Damage Determinations and eligible costs to ensure delivery of OWNER's FEMA Substantial Damage Determinations.

## 5. OTHER PROVISIONS

5.1 All terms and conditions of the Original Contract not amended herein shall remain in full force and effect. All terms and conditions of the Original Contract, as amended by Amendment No. 1, which are not amended herein, shall remain in full force and effect.

5.1. The Terrebonne Parish Recorder of Mortgages and Conveyances is hereby directed and requested by the Parties herein to make a note in the margins of the Original Contract filed for record at MOB 3299, Page 13, and COB 2652, Page 838, Entry No. 1638432, to serve as occasion may require.

[This space intentionally left blank. Signatures appear on the following page.]

6. SIGNATURES OF THE PARTIES

CONTRACTOR

THUS done and signed on this \_\_\_\_ day of May 2022 in the presence of the undersigned notary and competent witnesses in the city of Metairie, parish of Jefferson, State of Louisiana after a thorough reading of the whole.

WITNESSES:

DESIRE LINE LLC

\_\_\_\_\_

X: \_\_\_\_\_

BY: Alexandra G. Carter

ITS: President and CEO

\_\_\_\_\_

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

OWNER

THUS done and signed on this \_\_\_\_ day of May 2022 before me, Notary Public, and in the presence of the undersigned competent witnesses in the city of Houma, parish of Terrebonne, State of Louisiana, after a thorough reading of the whole.

WITNESSES:

OWNER:

\_\_\_\_\_

X: \_\_\_\_\_

BY: GORDON E. DOVE

ITS: PARISH PRESIDENT

OR HIS DESIGNEE, MICHAEL C.

TOUPS, PARISH MANAGER

\_\_\_\_\_

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



Monday, June 6, 2022

---

**Item Title:**

Proposed Amendment to Gustav/Ike Disaster Recovery Plan Budget

**Item Summary:**

**RESOLUTION:** Authorizing Parish President Gordon E. Dove to sign and submit Amendment #3 to the Terrebonne Parish Gustav/Ike Disaster Recovery Plan Cooperative Endeavor Agreement and Budget with the State of Louisiana and HUD to accept additional funding for the Community Development Block Grant Disaster Recovery Program.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	6/1/2022	Executive Summary
Resolution	6/1/2022	Resolution
Cover Memo	6/1/2022	Cover Memo
Proposed Amendment #3	6/1/2022	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Proposed Amendment to Gustav/Ike Disaster Recovery Plan budget.

### PROJECT SUMMARY (200 WORDS OR LESS)

Proposed changes to the Gustav/Ike Disaster Recovery Plan regarding additional funding to enable the Elevation Gap Funding project to provide elevators or ramps to elderly or handicapped homeowners.

### PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

Adopt changes to the Gustav/Ike Disaster Recovery Plan (CDBG) CEA and budget to reflect additional allocation of \$437,278.76 in funds from HUD through the office of Community Development.

### TOTAL EXPENDITURE

N/A

#### AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL – N/A

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

Chris Pulaski

6/1/2022

Signature

Date

**OFFERED BY:** \_\_\_\_\_  
**SECONDED BY:** \_\_\_\_\_

**RESOLUTION NO.** \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PARISH PRESIDENT TO SIGN AND SUBMIT AMENDMENT #3 TO THE TERREBONNE PARISH GUSTAV/IKE DISASTER RECOVERY PLAN COOPERATIVE ENDEAVOR AGREEMENT AND BUDGET WITH THE STATE OF LOUISIANA AND HUD TO ACCEPT ADDITIONAL FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY PROGRAM.**

**WHEREAS**, the Terrebonne Parish Consolidated Government has been awarded Community Development Block Grant funding as a result of the damage caused by Hurricanes Gustav and Ike; and

**WHEREAS**, the State of Louisiana Office of Community Development (OCD) has approved of the Elevation Gap Funding project to provide elevators or ramps to elderly or handicapped residents; and

**WHEREAS**, OCD and HUD have agreed to provide an additional \$437,278.76 to fund this project increasing the budget to \$146,036,204.38 and provided the attached draft CEA #3 for signature;

**NOW, THEREFORE, BE IT RESOLVED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that that the Parish President, Gordon E. Dove, is authorized to execute the CEA amendment to the Terrebonne Parish Gustav/Ike Disaster Recovery Plan accepting the additional funding.

June 1, 2022

MEMO TO: Gordon E. Dove  
Parish President

FROM: Chris Pulaski

SUBJECT: Request for Agenda Item June 6<sup>th</sup> and 8<sup>th</sup>, 2022  
Community Development and Planning Committee  
CDBG Gustav/Ike Recovery CEA Amendment #3

---

Attached is a Resolution requesting changes to the Gustav/Ike Recovery Plan budget to accept an additional \$437,278.76 in funds from HUD through the office of Community Development. The State is providing this funding from program income provided by HUD for recovery. The revised CEA #3 has been drafted for our signature pending the approval of Council.

Should you have any questions or require additional information, please contact me at extension 6569.

Thanks,  
Chris

PO# 2000112854  
CFMS # 734525  
AMENDMENT # 3  
DUNS #075077511  
Grant # B-08-DI-22-001  
Year 2009  
CFDA# 14.228

COOPERATIVE ENDEAVOR AGREEMENT  
IMPLEMENTING GRANT UNDER  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DISASTER RECOVERY PROGRAM

BY AND BETWEEN  
STATE OF LOUISIANA, DIVISION OF ADMINISTRATION  
OFFICE OF COMMUNITY DEVELOPMENT

AND

TERREBONNE PARISH

EFFECTIVE: May 1, 2022

AMENDMENT PROVISIONS:

**Add:**  
**Page 2:**

WHEREAS, OCD can award program income generated from projects funded by Hurricanes Gustav and/or Ike CDBG-DR funds to be utilized in accordance with programs under Louisiana's approved action plans for Hurricanes Gustav and/or Ike; and

WHEREAS, the actions of the OCD and Grantee will meet the national objective of benefitting persons of Low-to-Moderate income.

**Change Agreement From:**  
**Page 2:**

**I. SCOPE OF AGREEMENT**

**A. Grant Award**

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Program, shall make available to Grantee disaster recovery

funds up to the maximum amount of one hundred forty-five million, five hundred ninety-eight thousand, nine hundred twenty-five and 62/100 (\$145,598,925.62) Dollars (the "Grant Funds") for the purpose of funding Grantee's activities under the Parish-Implemented Recovery Program, the Parish-Implemented Affordable Rental Housing Program<sup>3</sup>, the Economic Revitalization Program<sup>1</sup> and the Sustainable Coastal Communities Program<sup>2</sup> in the Parish (the "Program").

Grantee may elect, in a writing signed by Grantee and the OCD, to direct all or a portion of the Grant Funds to the State for use within the Parish through the "State-Implemented Recovery Program," as defined by the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (available at [https://www.doa.la.gov/Pages/oed-dru/Action\\_Plans.aspx](https://www.doa.la.gov/Pages/oed-dru/Action_Plans.aspx)). If Grantee makes such an election, the Grant Funds available to Grantee under this Agreement shall be reduced by the amount directed to the State for use through the State-Implemented Recovery Program within the Parish. The OCD may require this Agreement to be amended to reflect the redirection of Grantee's Grant Funds from the Parish-Implemented Recovery Program to the State-Implemented Recovery Program.

---

<sup>1</sup> Ten million and 00/100 (\$10,000,000.00) Dollars of Grantee's Grant Funds are for specific use under the Economic Revitalization Program and cannot be used by Grantee for any other program (the "Economic Revitalization Grant Funds").

<sup>2</sup> One million three hundred thousand (\$1,300,000) Dollars of Grantee's Grant Funds are for specific use under the Sustainable Coastal Communities Program and cannot be used by Grantee for any other program.

<sup>3</sup> It is mandatory that ten million, four hundred thirty-eight thousand, twenty-seven and 62/100 (\$10,438,027.62) Dollars of the Grantee's Grant Funds shall be used through the Parish-Implemented Affordable Rental Housing Program.

**Change Agreement To:**  
**Page 2:**

**II. SCOPE OF AGREEMENT**

**A. Grant Award**

Subject to the terms and conditions of this Agreement, the OCD, as administrator of the CDBG Disaster Recovery Program, shall make available to Grantee disaster recovery funds up to the maximum amount of one hundred forty-six million, thirty-six thousand, two hundred four and 38/100 (\$146,036,204.38) Dollars (the "Grant Funds") for the purpose of funding Grantee's activities under the Parish-Implemented Recovery Program, the Parish-Implemented Affordable Rental Housing Program<sup>3</sup>, the Economic Revitalization Program<sup>1</sup> and the Sustainable Coastal Communities Program<sup>2</sup> in the Parish (the "Program"). (Note: The source of \$437,278.76 the Grant Funds awarded

through this Agreement is from program income (PI) generated by CDBG-DR funded projects for recovery from Hurricanes Gustav and/or Ike.)

Grantee may elect, in a writing signed by Grantee and the OCD, to direct all or a portion of the Grant Funds to the State for use within the Parish through the “State-Implemented Recovery Program,” as defined by the Action Plan and all current, pending and future applicable Action Plan Amendment(s) (available at [https://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx)). If Grantee makes such an election, the Grant Funds available to Grantee under this Agreement shall be reduced by the amount directed to the State for use through the State-Implemented Recovery Program within the Parish. The OCD may require this Agreement to be amended to reflect the redirection of Grantee’s Grant Funds from the Parish-Implemented Recovery Program to the State-Implemented Recovery Program.

---

<sup>1</sup> Ten million and 00/100 (\$10,000,000.00) Dollars of Grantee’s Grant Funds are for specific use under the Economic Revitalization Program and cannot be used by Grantee for any other program (the “Economic Revitalization Grant Funds”).

<sup>2</sup> One million three hundred thousand (\$1,300,000) Dollars of Grantee’s Grant Funds are for specific use under the Sustainable Coastal Communities Program and cannot be used by Grantee for any other program.

<sup>3</sup> It is mandatory that ten million, four hundred thirty-eight thousand, twenty-seven and 62/100 (\$10,438,027.62) Dollars of the Grantee’s Grant Funds shall be used through the Parish-Implemented Affordable Rental Housing Program.

**Change Agreement From:**  
**Page 3:**

**I. SCOPE OF AGREEMENT**

**D. Statement of Work**

**1. The Proposal**

Grantee shall submit to the OCD for approval a Recovery Proposal (the “Proposal”) designed to address the housing, infrastructure, economic recovery and revitalization, and/or affordable rental housing needs of the Parish. The Proposal shall be submitted to the OCD on a form provided by the OCD and shall include the percentage of Grant Funds that will be used by the Parish for (1) the Housing Program, (2) the Infrastructure Program, (3) the Economic Development Program, (4) the Parish-Implemented Affordable Rental Housing Program and (5) for administration and planning. The Proposal must comply with all requirements of the Parish-Implemented Recovery Program, as set forth in the Action Plan and all current, pending and future application Action Plan Amendment(s)(available [https://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx)). The OCD shall make an approval determination of the Proposal pursuant to current OCD program guidelines (hereinafter “OCD policy”),

HUD guidelines and regulations, and other applicable state and federal laws and regulations. If the Proposal is approved, the OCD shall provide Grantee with written notice of approval.

The approved Proposal may be amended in a writing signed by both parties.

The "Budget" for the Program shall be as follows:

Parish- Implemented Recovery Program	
Housing Programs	\$16,218,500
Infrastructure Programs	\$104,171,673
Economic Recovery Programs	\$2,263,625
Administrative Costs	\$616,350
Sustainable Coastal Communities Program	\$1,300,000
Economic Revitalization Program	\$10,000,000
Administrative Costs	\$50,000
Parish-Implemented Affordable Rental Housing Program	\$10,438,027.62
Parkwood Place Homebuyer Assistance Program	\$540,750
<b>TOTAL</b>	<b><u>\$145,598,925.62</u></b>

The parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement, subject to any mandatory expenditure noted in this Agreement.

**Change Agreement To:**

**Page 3:**

**I. SCOPE OF AGREEMENT**

**D. Statement of Work**

**1. The Proposal**

Grantee shall submit to the OCD for approval a Recovery Proposal (the "Proposal") designed to address the housing, infrastructure, economic recovery and revitalization, and/or affordable rental housing needs of the Parish. The Proposal shall be submitted to the OCD on a form provided by the OCD and shall include the percentage of Grant Funds that will be used by the Parish for (1) the Housing Program, (2) the Infrastructure Program, (3) the Economic Development Program, (4) the Parish-Implemented Affordable Rental Housing Program and

(5) for administration and planning. The Proposal must comply with all requirements of the Parish-Implemented Recovery Program, as set forth in the Action Plan and all current, pending and future application Action Plan Amendment(s)(available [https://www.doa.la.gov/Pages/ocd-dru/Action\\_Plans.aspx](https://www.doa.la.gov/Pages/ocd-dru/Action_Plans.aspx)). The OCD shall make an approval determination of the Proposal pursuant to current OCD program guidelines (hereinafter “OCD policy”), HUD guidelines and regulations, and other applicable state and federal laws and regulations. If the Proposal is approved, the OCD shall provide Grantee with written notice of approval.

The approved Proposal may be amended in a writing signed by both parties.

The “Budget” for the Program shall be as follows:

Parish- Implemented Recovery Program	
Housing Programs	\$16,218,500
Infrastructure Programs	\$104,171,673
Economic Recovery Programs	\$2,263,625
Administrative Costs	\$616,350
Sustainable Coastal Communities Program	\$1,300,000
Economic Revitalization Program	\$10,000,000
Administrative Costs	\$50,000
Parish-Implemented Affordable Rental Housing Program	\$10,438,027.62
Parkwood Place Homebuyer Assistance Program	\$540,750
<u>Parish Elevation Gap Funding-Elevator/Ramp Access</u>	<u>\$437,278.76</u>
<b>TOTAL</b>	<b><u>\$146,036,204.38</u></b>

The parties may agree, in writing, to a revision of the Budget or a reallocation of funds between categories within the Budget without the need to amend this Agreement; provided however, that in no case shall any such revisions or reallocations exceed the total allocation under the Agreement, subject to any mandatory expenditure noted in this Agreement.

**V. HUD/CDBG COMPLIANCE PROVISIONS**

**A. General Compliance**

Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee agrees that it shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3)
2. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5)
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
5. Compliance with applicable uniform administrative requirements. described in 24 CFR 570.502.

6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 24 CFR part 24; and

**Change Agreement To:**  
**Page 11**

## **V. HUD/CDBG COMPLIANCE PROVISIONS**

### **A. General Compliance**

The Grantee will comply with all applicable Federal, state, and local laws and Codes, and all applicable Office of Management and Budget Circulars <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

These include, but are not limited, the requirements of 2 CFR 200.316 and 200.321-323. The State may require, and Grantee shall consent to, the amendment of this Agreement to expressly include contractual provisions referencing any mandatory requirements if not already set forth in this Agreement, including any provisions referenced in appendix II to 2 CFR 200 as the State may deem applicable and not previously set forth in this Agreement.

Grantee agrees to comply with the requirements of Title 2 of the Code of Federal Regulations, Part 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), except that (1) Grantee does not assume the OCD's environmental responsibilities described in 24 CFR 570.604 and (2) Grantee does not assume the OCD's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds available under this Agreement to supplement rather than supplant funds otherwise available.

Grantee agrees that it shall be responsible for insuring compliance of all of its construction contracts with any applicable mandatory contract language, including but not limited to:

1. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3)

2. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5)
3. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
4. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).
5. Uniform administrative requirements. Grantee shall comply with applicable uniform administrative requirements described in 24 CFR 570.502.
6. Certification by Grantee's contractors, and each tier of subcontractors, that such contractors and subcontractors are not on the List of Parties Excluded from Federal Procurement or Nonprocurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 2424, and
7. Compliance with "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities", described in 24 CFR part 58.

Grantee has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of the Agreement and debarment for future contracts.

**Change Agreement From:**  
**Page 13**

## **V. HUD/CDBG COMPLIANCE PROVISIONS**

### **B. Discrimination**

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment

Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

**Change Agreement To:**  
**Page 13**

**V. HUD/CDBG COMPLIANCE PROVISIONS**

**B. Discrimination and Compliance Provisions**

Grantee and its contractors agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; Federal Executive Order 11246 as amended; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veteran's Readjustment Assistance Act of 1974; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Fair Housing Act of 1968 as amended; the Housing and Community Development Act of 1974; and the requirements of the Americans with Disabilities Act of 1990.

Grantee and its contractors agree not to discriminate unlawfully in its employment practices, and will perform its obligations under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, age or disabilities.

Any act of unlawful discrimination committed by Grantee or its contractors, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement or other enforcement action.

**V. HUD/CDBG COMPLIANCE PROVISIONS**

**D. Section 3 Compliance in the Provisions of Training, Employment and Business Opportunities**

The work to be performed under this Agreement shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Subcontractor is in violation of the regulations in 24 CFR part 135. Grantee's Subcontractors will not subcontract with any subcontractors where such Grantee Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Grantee certifies that any vacant employment positions, including training positions, that are filled (1) after such Grantee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

**Change Agreement To:**

**Page 14**

**V. HUD/CDBG COMPLIANCE PROVISIONS**

**D. Section 3 Compliance**

**1. For activities under this Agreement began before July 1, 2021:**

**Section 3 Compliance in the Provision of Training, Employment and Business Opportunities**

The work to be performed under this Agreement shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As

evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Subcontractor is in violation of the regulations in 24 CFR part 135. Grantee's Subcontractors will not subcontract with any subcontractors where such Grantee Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

Grantee certifies that any vacant employment positions, including training positions, that are filled (1) after such Grantee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians,

and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Grantee's contracts that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**2. For activities under this Agreement that began on or after July 1, 2021:**

**Section 3 Compliance In Employment And Training**

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

**Change Agreement from:**  
**Page 14**

**V. HUD/CDBG COMPLIANCE PROVISIONS**

**F. Use and Reversion of Assets**

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set

forth in 24 CFR 570.208 until five (5) years after expiration of this Agreement (or such longer period as the OCD deems appropriate). If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period, or such longer period as the OCD deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

**Change Agreement to:**  
**Page 14**

## **V. HUD/CDBG COMPLIANCE PROVISIONS**

### **F. Use and Reversion of Assets**

The use and disposition of immovable property, equipment and remaining Grant Funds under this Agreement shall be in compliance with all CDBG regulations, which include but are not limited to the following:

1. Grantee shall transfer to the OCD any Grant Funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Immovable property under Grantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives set forth in 24 CFR 570.208 until five (5) years after closeout of the individual projects associated with the particular immovable property or expiration of this Agreement, whichever occurs first (or such longer period as the OCD deems appropriate). If Grantee fails to use such immovable property in a manner that meets a CDBG National Objective for the prescribed period of time, Grantee shall pay to the OCD an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. Such payment shall constitute program income to the OCD. Grantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period described above, or such longer period as the OCD deems appropriate.
3. In all cases in which equipment acquired, in whole or in part, with Grant Funds is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by Grantee for activities under this Agreement shall be (a) transferred to the OCD for the CDBG program or (b) retained by Grantee after compensating the OCD an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

If Grantee is not the owner of the immovable property being acquired or improved, in whole or in part, with the Grant Funds, Grantee shall acquire sufficient interest and site control over the property to allow the use of CDBG funds for improvement of a non-owned property within the timeframe mandated by any applicable award letter or within any timeframe established by OCD before or during this Agreement. Grantee shall submit the terms of such interest to OCD to confirm that the interests are sufficient. The interests shall be through a written agreement via authentic act with the owner of the immovable property acknowledging and consenting to the use restrictions required by 24 CFR 570.505 and as contained in this Agreement and agreeing that the property shall be bound by such use restrictions. In addition, if immovable property being acquired or improved, in whole or in part, with the Grant Funds is leased or subleased by Grantee to a third party, Grantee shall contractually insure that the lessee/subleasee is bound by the use restrictions contained in 24 CFR 570.505 and as contained in this Agreement.

**Change Agreement From:**

Revised (10-2018) Appendix A, Grantee Statement of Assurances

**Change Agreement To:**

Revised (5-2022) Appendix A, Grantee Statement of Assurances attached hereto and made apart hereof

**Reason for amendment:**

To add \$437,278.76 to provide 29 elevator/ramp access for elevated homes and revise clauses per federal HUD requirements.

*Balance of this page left blank intentionally.*

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Terrebonne Parish and the State of Louisiana, Division of Administration, Office of Community Development have caused this Amendment to be executed by their respective duly authorized representatives on the dates below but effective as of the date first set forth above.

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Title  
**Office of Community Development**

\_\_\_\_\_  
Signature Date

Name: Desiree Honoré Thomas  
Title: Assistant Commissioner, DOA  
**Division of Administration**

\_\_\_\_\_  
Signature Date

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

\_\_\_\_\_  
Title  
**Grantee**

**REVISED (5-2022) APPENDIX A**

**GRANTEE STATEMENT OF ASSURANCES**

This Applicant/Grantee/Subrecipient hereby assures and certifies that:

1. It will comply with all applicable provisions contained in 78 F.R. 43, 78 F.R. 76, and 78 F.R. 103, and any future applicable Federal Register Notices (collectively the "Notice").
2. It possesses legal authority to apply for a Community Development Block Grant ("CDBG") and to execute the proposed CDBG program, in accordance with applicable HUD regulations and the Notice.
3. Its governing body has duly adopted, or passed as an official act, a resolution, motion, or similar action authorizing the filing of the CDBG application and directing and authorizing the person identified as the official representative of the Applicant/Grantee/Subrecipient to act in connection with the application, sign all understandings and assurances contained therein, and to provide such additional information as may be required. It has facilitated citizen participation by providing adequate notices containing the information specified in the program instructions and by providing citizens an opportunity to review and submit comments on the proposed application.

Grantee certifies that it is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486, 24 CFR 91.105 or 91.115, as applicable (except as provided for in notices providing waivers and alternative requirements for this grant).

4. Its chief executive officer, or other officer or representative of Applicant/Grantee/Subrecipient approved by the State:
  - a. Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (42 U.S.C.A. §4331, et seq.) insofar as the provisions of such Act apply to the proposed CDBG Program; and
  - b. Is authorized and consents, on behalf of the Applicant/Grantee/Subrecipient and himself, to submit to the jurisdiction of the federal courts for the purpose of enforcement of Applicant/Grantee/Subrecipient's responsibilities and his or her responsibilities as an official.
5. It will develop the CDBG program and use CDBG funds so as to give maximum feasible priority to the following activities, as necessary for establishing eligibility under the applicable funding source, (1) activities that will benefit low and moderate income families, (2) activities that aid in the prevention or elimination of slums or blight, (3) activities that meet other community development needs

having a particular urgency, or (4) activities that address the current and future risks identified in the Applicant/Grantee/Subrecipient's Mitigation Needs Assessment as defined in 84 FR 45838 (August 30, 2019).

6. It will comply with the following applicable federal grant management regulations, policies, guidelines, and/or requirements as they relate to the application, acceptance, and use of federal funds: 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards).
7. It will administer and enforce the labor standards requirements set forth in 24 CFR §570.603 and any other regulations issued to implement such requirements.
8. It will comply with the provisions of Executive Order 11988, as amended by Executive Order 12148, relating to evaluation of flood hazards, and Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution.
9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided to Applicant/Grantee/Subrecipient to comply with any accessibility requirements, as required by Title III of the Americans with Disabilities Act of 1990 (42 U.S.C.A. § 12101 et seq.). The Applicant/Grantee/Subrecipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will comply with:
  - a. Title VI of the Civil Rights Acts of 1964, 42 U.S.C. §2000d et seq., as amended, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant/Grantee/Subrecipient receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Applicant/Grantee/Subrecipient, this assurance shall obligate the Applicant/Grantee/Subrecipient, or in the case of any transfer of such property, any transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
  - b. Section 104 (b) (2) of Title I of the Housing and Community Development Act of 1974 (HCDA, 42 U.S.C. §5304.), as amended, which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Section 804 of Title VIII of the Civil Rights Act of 1968 (FHA 42 U.S.C. 3604) further prohibits discrimination against any person in the sale or

rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.

- c. Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. §5309), and the regulations issued pursuant thereto (24 CFR Part §570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- d. Executive Order 11063, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non- discrimination in the sale or rental of housing built with federal assistance.
- e. Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts. Further, contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- f. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which provides that no otherwise qualified individual shall, solely, by reason of his or her handicap be excluded from participation, denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance.

11. For activities under this Agreement that began before July 1, 2021:

The work to be performed under this Agreement shall be subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated

by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement shall agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

Grantee agrees to send to each labor organization or representative of workers with which Grantee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of Grantee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

Grantee agrees to include this section 3 clause in every contract and/or subcontract subject to compliance with regulations in 24 CFR part 135, and shall agree to take appropriate action, as provided in an applicable provision of the contract or subcontract or in this section 3 clause, upon a finding that any Subcontractor is in violation of the regulations in 24 CFR part 135. Grantee's Subcontractors will not subcontract with any subcontractors where such Grantee Subcontractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The Grantee will certify that any vacant employment positions, including training positions, that are filled (1) after such Grantee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent such Grantee's obligations under 24 CFR part 135.

Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

For activities under this Agreement that began on or after July 1, 2021:

The work to be performed under this Agreement, including services performed under any related subcontract or subrecipient agreement, is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3), 24 CFR §75, and 85 FRN 2020 19183-85, and any directives, benchmarks and programmatic requirements hereafter issued by HUD or OCD in the implementation of Section 3 requirements. Section 3 requires that to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations—recipients must ensure that within the metropolitan area (or nonmetropolitan county) in which the project is located: (1) employment and training opportunities arising in connection with Section 3 Projects are provided to Section 3 Workers ; and (2) contracts for work awarded in connection with Section 3 Projects are provided to business concerns that provide economic opportunities to Section 3 Workers.

12. It will minimize displacement of persons as a result of activities assisted with CDBG funds. In addition, it will:
  - a. Administer its programs in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (49 CFR Part 24) and Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR Part 570.496(a), modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD.
  - b. Comply with Title II (Uniform Relocation Assistance) and Sections 301-304 of Title III (Uniform Real Property Acquisition Policy) of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Chapter 61), and HUD implementing instructions at 24 CFR Part 42 and 24 CFR §570.606; and

- c. Inform affected persons of their rights and of the acquisition policies and procedures set forth in the regulations at 24 CFR Part 42; and
  - d. Provide relocation payments and offer relocation assistance as described in Section 205 of the Uniform Relocation Assistance Act to all persons displaced as a result of acquisition of real property for an activity assisted under the CDBG Program. Such payments and assistance shall be provided in a fair, consistent and equitable manner that ensures that the relocation process does not result in different or separate treatment of such persons on account of race, color, religion, national origin, sex or source of income; and
  - e. Assure that, within a reasonable period of time prior to displacement, comparable decent, safe and sanitary replacement dwellings will be available to all displaced families and individuals and that the range of choices available to such persons will not vary on account of their race, color, religion, national origin, sex, or source of income; and
  - f. Assure that if displacement is precipitated by CDBG funded activities that require the acquisition (either in whole or in part) of real property, all appropriate benefits required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq., Pub. L. 91-646) and amendments thereto shall be provided to the displaced person(s). Persons displaced by rehabilitation of "Non-Uniform Act" acquisition financed (in whole or in part) with CDBG funds shall be provided relocation assistance in accordance with one of the following: (1) the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as required under 24 CFR Section 570.606 (a) and HUD implementing regulations at 24 CFR Part 42; (2) the requirements in 24 CFR Section 570.606 (b) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974; (3) the relocation requirements of Section 104 (k) of the Act; (4) the relocation requirements of 24 CFR Section 570.606 (d) governing optional relocation assistance under Section 105 (a) (11) of the Act; and (5) the provisions of 24 CFR Part 511.10 (h) (2) (iii) rental Rehabilitation Program.
  - g. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG program.
13. It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties, in accordance with CDBG regulations.

14. It will comply with the provisions of the Hatch Act that limit the political activity of employees and the HUD regulations governing political activity at 24 CFR §570.207.
15. It will give the State and HUD, and any of their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the grant.
16. It will ensure that the facilities under Applicant/Grantee/Subrecipient's ownership, lease or supervision utilized in the accomplishment of the CDBG Program are not listed on the Environmental Protection Agency's (EPA) list of violating facilities and that it will notify HUD of the receipt of any communication from the EPA Office of Federal Activities indicating that a facility to be used in the CDBG Program is being considered for listing by the EPA as a violating facility.
17. With regard to environmental impact, it will comply with the National Environmental Policy Act of 1969 (42 U.S.C. §4321-4347), and Section 104(h) of the Housing and Community Development Act of 1974 (42 U.S.C. §5304).
18. It will comply with Section 106 of the National Historic Preservation Act of 1966 (Title 54 of the United States Code), as amended, Executive Order 11593, and the Preservation of Archaeological and Historical Data Act of 1966 (U.S.C. Section 169a-1 et seq.), as amended, by:
  - a. Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800) by the proposed activity; and
  - b. Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
19. It will comply with the provisions in 24 CFR §570.200(c) regarding special assessments to recover capital costs.

In accordance with the Notice, it will not attempt to recover any capital costs of public improvements assisted with Grant Funds, by assessing any amount against properties owned and occupied by persons of low and moderate incomes, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless: (a) disaster recover grant funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under this title; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, Grantee

certifies to the Secretary that it lacks sufficient CDBG funds (in any form) to comply with the requirements of clause (a).

20. It will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individual engaged in non-violent Civil Rights demonstrations and will enforce applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
21. It certifies that no federally appropriated funds will be used for any lobbying purposes regardless of the level of government and that it is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87.
22. It will abide by and enforce the conflict of interest requirement set forth in 24 CFR §570.489(h). No person who exercises or has exercised any functions or responsibilities with CDBG-DR activities shall obtain a financial interest or benefit from any CDBG-DR project or program.
23. It will comply with HUD rules prohibiting the use of CDBG funds for inherently religious activities, as set forth in 24 CFR §570.200(j).
24. Activities involving new building construction, alterations, or rehabilitation will comply with the Louisiana State Building Code and all applicable locally adopted building codes, standards, and ordinances.
25. In relation to labor standards, it will comply with:
  - a. Section 110 of the Housing and Community Development Act of 1974, as amended and as set forth in 24 CFR §570.603.
  - b. Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.).
  - c. Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.).
  - d. Federal Fair Labor Standards Act (29 U.S.C. §201 et seq.)
26. It will comply with the flood insurance purchase requirement of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. §4001 et seq., which requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of HUD as an area having special flood hazards. The phrase “federal financial assistance” includes any form of loan,

grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal funding. It will comply with 42 USC § 4012a, which requires that if the federal financial assistance is provided in the form of a loan or an insurance or guaranty of a loan, the amount of flood insurance required need not exceed the outstanding principal balance of the loan and need not be required beyond the term of the loan. If the federal financial assistance is in the form of a grant, the requirement of maintaining flood insurance on any dwelling on any part of the property in an amount equal to the lesser of 1) the value of the property less land costs or 2) the maximum amount of flood insurance available under the National Flood Insurance Program to the extent coverage can be obtained under the National Flood Insurance Program, shall apply during the life of the property, regardless of transfer of ownership of such property.

It will comply with all applicable flood insurance requirements contained in the Notice, which includes, but not limited to, compliance with 42 USCA § 4012a and 42 USCA § 5154a. Grantee, its recipients, and its sub-recipients must implement procedures and mechanisms to ensure that assisted property owners comply with all flood insurance requirements, including purchase and notification requirements described in the herein referenced federal statutes, prior to providing assistance. HUD does not prohibit the use of CDBG-DR funds for existing residential buildings in the Special Flood Hazard Area (SFHA) or "100-year" floodplain. However, Federal laws and regulations related to both flood insurance and floodplain management must be followed, as applicable. With respect to flood insurance, a HUD-assisted homeowner for a property located in a SFHA must obtain and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program. Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. § 4012a) mandates the purchase of flood insurance protection for any HUD-assisted property within the SPHA.

27. It will comply with the Farmland Protection Policy Act, 7 U.S.C.A. §4201 et seq., which requires recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses.
28. It will comply with Sections 1012 and 1013 of Title X of the Housing and Community Development Act of 1992 (Public Law 102-550, as amended). The regulation appears within Title 24 of the Code of Federal Regulations as part 35 (codified in 24 CFR 35). The purpose of this regulation is to protect young children from lead-based paint hazards in housing that is financially assisted by the Federal government or sold by the government. This regulation applies only to structures built prior to 1978.

29. It will comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901, et seq.).
30. It will comply with the Clean Air Act (42 U.S.C. §7401, et seq.), which prohibits engaging in, supporting in any way, or providing financial assistance for, licensing or permitting, or approving any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards.
31. In relation to water quality, it will comply with:
  - a. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) et seq. and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal draining water source for an area; and
  - b. The Federal Water Pollution Control Act of 1972, as amended, including the Clear Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
32. It will comply with HUD Environmental Standards (24 CFR, Part 51 and 44 F.R. 40860- 40866).
33. With regard to wildlife, it will comply with:
  - a. The Endangered Species Act of 1973, as amended (16 U.S.C. §1531 et seq.). Federally authorized and funded projects must not jeopardize the continued existence of endangered and threatened species or result in the destruction of or modification of habitat of such species which is determined by the U.S. Department of the Interior, after consultation with the state, to be critical; and
  - b. The Fish and Wildlife Coordination Act of 1958, as amended, (16 U.S.C. §661 et seq.) which requires that wildlife conservation receives equal consideration and is coordinated with other features of water resource development programs.

*Sign on following page.*

Signing these assurances means that Applicant/Grantee/Sub recipient agrees to implement its program in accordance with these provisions. Failure to comply can result in serious audit and/or monitoring findings that require repayment of funds to the State or expending Applicant/Grantee/Sub recipient funds to correct deficiencies.

**Grantee**

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

Title: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



Monday, June 6, 2022

---

**Item Title:**

Summerfield Place Subdivision, Add. No. 18, Phase A

**Item Summary:**

**RESOLUTION:** Giving Notice of Intent to adopt an Ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way for “Summerfield Place Subdivision, Addendum No. 18, Phase A;” energize and accept the streetlights and to incorporate the extension of “Lancaster Drive” into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Summerfield Place Subdivision, Add. No. 18, Phase A	6/1/2022	Executive Summary
Summerfield Place Subdivision, Add. No. 18, Phase A	6/1/2022	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

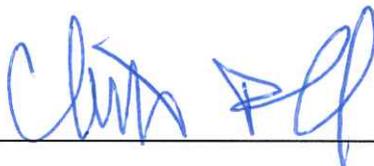
PROJECT TITLE
Summerfield Place Subdivision, Addendum No. 18, Phase A

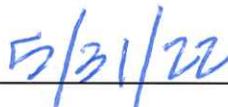
PROJECT SUMMARY (200 WORDS OR LESS)
Dedication and acceptance of the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way; energize and accept the streetlights; and the incorporation of the extension of "Lancaster Drive"

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
A Resolution giving Notice of Intent to adopt an Ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way for "Summerfield Place Subdivision, Addendum No. 18, Phase A;" energize and accept the streetlights and to incorporate the extension of "Lancaster Drive" into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

TOTAL EXPENDITURE				
n/a				
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)				
ACTUAL	ESTIMATED			
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)				
<input checked="" type="radio"/> N/A	<input type="radio"/> NO	<input type="radio"/> YES	IF YES AMOUNT BUDGETED:	

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	<input checked="" type="radio"/> 6	7	8	9

  
 \_\_\_\_\_  
 Signature

  
 \_\_\_\_\_  
 Date



TERREBONNE PARISH  
CONSOLIDATED GOVERNMENT

P.O. BOX 2768 • HOUMA, LOUISIANA 70361  
985-868-5050 • WWW.TPCG.ORG



Department of Planning & Zoning

May 31, 2022

**MEMO TO:** Mike Toups, Parish Manager  
TPCG Administration

**FROM:** Becky M. Becnel, Minute Clerk *bmb*  
Houma-Terrebonne Regional Planning Commission

**THRU:** Christopher M. Pulaski, PLA, Director *CP*  
TPCG Planning & Zoning Department

**SUBJECT:** Summerfield Place Subdivision, Addendum No. 18, Phase A  
Dedication and acceptance of the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way; energize and accept the streetlights; and the incorporation of the street(s); Milford & Associates, Inc.

---

Please be advised that the attached Resolution and Ordinance are being sent to the Parish Council for their review for approval or denial for the above referenced subdivision.

Should you have any questions or require more information, please advise.

/bmb

Attachments

cc: Councilman Darrin Guidry, *Council Chairman / District 6*  
Suzette Thomas, *Council Clerk*  
Council Reading File  
Correspondence File

OFFERED BY:  
SECONDED BY:

RESOLUTION NO. \_\_\_\_\_

A Resolution giving Notice of Intent to adopt an Ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way for "Summerfield Place Subdivision, Addendum No. 18, Phase A;" energize and accept the streetlights and to incorporate the extension of "Lancaster Drive" into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

THEREFORE, BE IT RESOLVED by the Terrebonne Parish Council (Community Development and Planning Committee), on behalf of the Terrebonne Parish Consolidated Government, that Notice of Intent is given for adopting an ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way for "Summerfield Place Subdivision, Addendum No. 18, Phase A;" energize and accept the streetlights; and to incorporate the extension of "Lancaster Drive" into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses.

BE IT FURTHER RESOLVED that a public hearing on said ordinance be called for Wednesday, June 22, 2022 at 6:30 p.m.

THERE WAS RECORDED:

YEAS: \_\_\_\_\_

\_\_\_\_\_

NAYS: \_\_\_\_\_

\_\_\_\_\_

ABSTAINING: \_\_\_\_\_

\_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_

The Chairman declared this resolution ADOPTED/NOT ADOPTED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DARRIN GUIDRY, CHAIRMAN  
TERREBONNE PARISH COUNCIL

\*\*\*\*\*

I, SUZETTE THOMAS, Clerk of the Terrebonne Parish Council, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Community Development & Planning Committee on \_\_\_\_\_, 2022 and subsequently ratified by the Assembled Council in Regular Session on \_\_\_\_\_, 2022, at which meeting a quorum was present.

\_\_\_\_\_  
SUZETTE THOMAS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

OFFERED BY:  
SECONDED BY:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DEDICATING AND ACCEPTING THE MAINTENANCE/OPERATION OF THE STREET(S), DRAINAGE SERVITUDES, UTILITIES, GAS, SEWER, AND RIGHTS-OF-WAY FOR "SUMMERFIELD PLACE SUBDIVISION, ADDENDUM NO. 18, PHASE A;" ENERGIZE AND ACCEPT THE STREETLIGHTS; AND TO INCORPORATE THE EXTENSION OF "LANCASTER DRIVE" INTO THE ENHANCED 911 EMERGENCY RESPONSE SYSTEM FOR THE PURPOSE OF PROVIDING A BETTER MEANS OF LOCATING ADDRESSES; AND TO SET FORTH AN EFFECTIVE DATE FOR THE INCORPORATION OF STREET NAME(S), TO INFORM THE PROPER AGENCIES OF THE STREET NAME(S), AND TO AUTHORIZE THE INSTALLATION OF THE APPROPRIATE STREET SIGN(S), AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

SECTION I

BE IT ORDAINED that the Terrebonne Parish Council, on behalf of Terrebonne Parish Consolidated Government, dedicates and accepts the maintenance/operation of the street(s), drainage servitudes, utilities, gas, sewer, and rights-of-way; and energize and accept the streetlights as depicted on a plat, prepared on April 26, 2022, by Milford & Associates, Inc. titled "Summerfield Place Subdivision, Addendum No. 18, Phase A," a copy of which is attached hereto and made a part hereof;

BE IT FURTHER ORDAINED effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, that the extension of "Lancaster Drive" be incorporated into the Enhanced 911 Emergency Response System;

BE IT FURTHER ORDAINED that a copy of this ordinance be submitted to the Terrebonne Parish Communications Board, local U.S. Postal Services, fire districts, Acadian Ambulance, Terrebonne Parish Sheriff's Office, and any other appropriate agency; and

BE IT FURTHER ORDAINED that the Parish Forces be directed to install the proper street sign on the appropriate street, and that any other actions relative thereto be addressed.

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 or other portions of this ordinance shall remain in full force and effect, the provisions of this section hereby being declared to be severable.

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 Chairman declared the ordinance ADOPTED/NOT ADOPTED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
DARRIN GUIDRY, CHAIRMAN  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
SUZETTE THOMAS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\*\*\*\*\*

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed  
Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\*\*\*\*\*

I, SUZETTE THOMAS, Clerk of 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 \_\_\_\_\_, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
SUZETTE THOMAS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



ASSOC.  
S...

**MILFORD & ASSOCIATES, INC.**  
*CIVIL & CONSULTING ENGINEERS*

April 27, 2022

Houma-Terrebonne Regional  
Planning Commission and  
Terrebonne Parish Consolidated Government  
Public Works Engineering Dept.

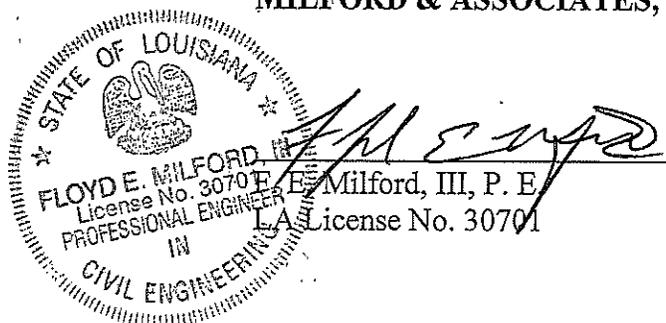
**RE: Summerfield Addendum No. 18, Phase A  
Sections 74, 82 and 103, T17S-R17E  
Terrebonne Parish, LA**

Gentlemen:

This letter is to certify that the above referenced project has been substantially completed in accordance with the plans and specifications previously approved by the Houma-Terrebonne Regional Planning Commission.

Very truly yours,

**MILFORD & ASSOCIATES, INC.**



FEMIII/sr

cc: 20-57  
Reading File

**Terrebonne Parish Consolidated Government  
Infrastructure Warranty**

- A. For a period of three hundred and sixty-five (365) days from the acceptance date by the Terrebonne Parish Council; developer/subdivider warrants that all public streets and all dedicated infrastructure shall remain free of defective materials and workmanship; shall remain completed in accordance with the plans and specifications of the project; and shall comply with all state and local laws.
  
- B. If within one year after the date of Council acceptance any work is found to be defective or not in compliance as set out above, developer/subdivider shall within 50 days of notification, without cost to Parish, and in accordance with Parish's written instructions make all required repairs or corrections.

If placed on notice by TPCG pursuant to this part, the parish engineering department will re-inspect for warranty release only after receiving certification from the developer's engineer that the work has been accomplished.

- C. The defects not cured to the satisfaction of TPCG within fifty days of notification will be turned over to the Terrebonne Parish Consolidated Government legal department for resolution.
  
- D. Contractor's obligations under this warranty are in addition to any other obligation or warranty. The provisions of this warranty shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation.

Summerfield Addendum No. 18, Phase A  
Name of Subdivision

\_\_\_\_\_  
Date of Council Acceptance

  
\_\_\_\_\_  
Developer Signature





Monday, June 6, 2022

---

**Item Title:**

Introduction of an Ordinance for Removal of Parking Meters Along Belanger, Grinage and Church Streets and Creation of a Freight: Loading/Unloading Zone

**Item Summary:**

Introduction of an ordinance to amend certain portions of Section 18-289 of the Terrebonne Parish Code of Ordinances to remove nine (9) parking meters along Belanger Street from Grinage to Church Street, three (3) meters on the west side of Grinage Street (No. 16, 116, and 117), and two (2) meters on the west side of Church Street between Main and Belanger Streets and amend Section 18-243(a) to include a Freight: Loading/Unloading Zone in place of the three (3) meters along the west side of Grinage Street (No. 16, 116, and 117) and calling for a public hearing on said matter on Wednesday, June 8, 2022 at 6:30 P.M.

---

**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	6/1/2022	Executive Summary
Cover Memo	6/1/2022	Cover Memo
Proposed Ordinance	6/1/2022	Ordinance
Exhibit A	6/1/2022	Exhibit



**EXECUTIVE SUMMARY**  
(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Removal of Parking Meters Along Belanger and Church Streets

PROJECT SUMMARY (200 WORDS OR LESS)
Consider the introduction of an ordinance to amend certain portions of Section 18-289 of the Terrebonne Parish Code of Ordinances to remove nine (9) parking meters along Belanger Street from Grinage to Church Street and two (2) meters on the west side of Church Street between Main and Belanger Streets and calling for a public hearing on said matter on Wednesday, June 8, 2022 at 6:30 P.M. These meters are being removed under the scope of work for the Rotary Centennial Plaza (aka Belanger Street Park) project which will be going out for bid in the near future.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Construction of Rotary Centennial Plaza (aka Belanger Street Park) is planned to begin in Summer 2022. The plans for this public plaza require the removal of the meters along this portion of Belanger Street as well as the removal of two meters along Church Street where the new entrance into the parking lot at Main/Church will be placed. The plaza be open to the public and is intended to promote economic development for our downtown as well as foster a deep sense of community with this communal space. This project represents the first of many efforts as part of our recovery from Hurricane Ida not just downtown but parish wide. The removed meters will be used to replace or repair non-functioning meters in other downtown locations until such time as our web and app-based parking strategies are implemented.

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	<u>1</u>	2	3	4	5	6	7	8	9

  
 \_\_\_\_\_  
 Christopher Pulaski, PLA  
 Planning & Zoning Director

5/17/22  
 \_\_\_\_\_  
 Date



P.O. BOX 6097  
HOUMA, LOUISIANA 70361  
(985) 868-5050



P.O. BOX 2768  
HOUMA, LOUISIANA 70361  
(985) 868-3000

---

## TERREBONNE PARISH CONSOLIDATED GOVERNMENT

---

### MEMORANDUM

**To:** Hon. Gordon E. Dove  
Parish President

**From:** Chris Pulaski, Director  
Planning & Zoning Department

**Date:** May 18, 2022

**Re:** Removal of Parking Meters Along Belanger, Grinage and Church Streets and Creating Freight Loading/Unloading Zone along Grinage

---

Capt. Bobby O'Bryan with HPD contacted me about placing an agenda item to introduce an ordinance to remove eleven meters along Belanger and Church Streets that will be impacted by the development of Rotary Centennial Plaza. The meters downtown are old and replacement parts are hard or often impossible to find. The removed meters will be used to provide parts to repair/replace non-functioning meters. Additionally, we discussed the removal of three spaces along Grinage to create a Freight: Loading/Unloading Zone to serve the businesses who are adjacent to the Plaza since that portion of Belanger Street will no longer be usable for that purpose.

We are close to launching the Parkmobile app-based parking payment system downtown which will serve to offset any lost revenue due to its efficiency. This system was approved by Council in 2021 and implementation was withheld due to Hurricane Ida.

Please feel free to contact me at (985) 873-6569 or at [cpulaski@tpcg.org](mailto:cpulaski@tpcg.org) with any questions concerning this matter.

**OFFERED BY:**  
**SECONDED BY:**

**ORDINANCE NO.**

AN ORDINANCE TO AMEND CERTAIN PORTIONS OF SECTION 18-289 OF THE TERREBONNE PARISH CODES OF ORDINANCES TO REMOVE PARKING METERS ALONG CERTAIN PORTIONS OF BELANGER STREET, GRINAGE STREET, AND CHURCH STREET, AND TO AMEND SECTION 18-243(A) TO ADD A FREIGHT: LOADING/UNLOADING ZONE ALONG A PORTION OF GRINAGE STREET AND TO ADDRESS OTHER MATTERS RELATIVE THERETO.

**SECTION I**

BE IT ORDAINED by the Terrebonne Parish Council, in regular session convened, acting pursuant to the authority invested in it by the Constitution and laws of the State of Louisiana, the Home Rule Charter for a Consolidated Government for Terrebonne Parish, and including, but not limited to, LSA R.S. 33:1368 and other statutes of the State of Louisiana, to amend the Parish Code of Terrebonne Parish, Chapter 18, Article V, Division 3, Section 18-289 (1) to remove the listing:

Belanger Street (300 block) from Grinage Street to Church Street

and Chapter 18, Article V, Division 3, Section 18-289 (3) to remove the listing:

Church Street, west side, from Main Street to Belanger Street

Grinage Street, west side (Meter Nos. 16, 116, and 117)

and Chapter 18, Article V, Division 3, Section 18-243 (a) to add the listing:

Grinage Street, west side, from Main Street toward School Street approximately 100' (replacing parking meter Nos. 16, 116, and 117)

**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 or other portions of this ordinance shall remain in full force and effect, the provisions of this section hereby being declared to be severable.

**SECTION III**

Any ordinance or part thereof in conflict herewith is hereby repealed.

**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 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 June 2022.

---

DARRIN GUIDRY, CHAIRMAN  
TERREBONNE PARISH COUNCIL

---

SUZETTE THOMAS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\*\*\*\*\*

Date and Time Delivered to Parish President:

---

Approved \_\_\_\_\_ Vetoed  
Gordon E. Dove, Parish President  
Terrebonne Parish Consolidated Government  
Date and Time Returned to Council Clerk:

---

\*\*\*\*\*

I, SUZETTE THOMAS, 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 \_\_\_\_\_, 2022, at which meeting a quorum was present.

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_ DAY OF JUNE 2022.

---

SUZETTE THOMAS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**Sec. 18-289. - Designation of zones, streets.**

The parish council may designate zones in which parking meters shall be installed. The following streets in the City of Houma are hereby designated and established as parking meter zones for the times shown:

(1) *One-hour zones.*

Main Street, from Barataria to Barrow

Gabasse Street

To remove parking meters and all meters from handicap parking spaces in the central business district consisting of: Gabasse Street (Between Main Street and Belanger Street)

\*On the west side, (8) eight, 1-hour meters

~~**Belanger Street (300 block), from Grinage Street to Church Street and Two (2)**~~

meters located at 622 Belanger Street (south side of street between Roussell Street and Barrow Street) as designated or posted on the meter

To remove three (3) parking meters along Gabasse Street in the vicinity of 238 Gabasse Street

Goode Street from Bayou Terrebonne to Main Street

Church Street, from Bayou Terrebonne to Main Street

Goode Street, east side, from Main Street to Belanger Street

To authorize the removal of a parking meter on the west side of Goode Street (between Belanger St. and School St.—closest to School Street) and to convert said space to an un-metered "Handicapped Only" parking space. Be it further ordained that the appropriate signs be installed at this location.

To authorize conversion of an un-metered "Handicapped Only" parking space on the west side of Goode Street (between School Street and Verret Street - closest to School Street) to a "Loading /Unloading Zone" between the hours of 6:00 am to 9:00 am and that said space remain an un-metered "Handicapped Only" parking space for the remainder of the day. Be it further ordained that the appropriate signs be installed at this location.

Canal Street from Main Street to School Street

To remove parking meters at 7839 and 7913 Main Street/LA Hwy 24.

(3) *Four-hour zones.*

School Street, north side, from Grinage Street to Roussell Street

Church Street, from Main Street to Verret Street

**To remove two (2) meters along Church Street. west side, from Main Street to Belanger Street**

Goode Street, west side, from Main Street to Belanger Street

Goode Street, from Belanger Street to Verret Street

Belanger Street from Goode Street to Barrow Street, except two (2) one-hour meters located at 622 Belanger Street (on the south side of the street between Roussell Street and Barrow Street) as designated or posted on the meters

To remove parking meters and all meters from handicap parking spaces in the central business district consisting of: (Between Verret St. and Wood Street)

\*On the east side, (7) seven, 4-hour meters

\*On the west side, (1), one, 4-hour meter

To remove parking meters and all meters from handicap parking spaces in the central business district consisting of: Verret Street (Between Roussell Street and Barrow Street)

\*On the south side (10), ten, 4-hour meters

\*On the north side, (12) twelve, 4-hour meters

To remove parking meters and all meters from handicap parking spaces in the central business district consisting of: (Between Barrow Street and Gabasse Street)

\*On the south side, (2) two, 4-hour meters

\*On the north side, (1) one, 4-hour meter

To remove one (1) parking meter along the right side of Main Street, near Mermaid Masquerade, partially blocking the Whitney Bank employee parking lot

Verret Street

Lafayette Street

Grinage Street

**To remove three (3) meters along Grinage Street. west side (Meter Nos. 16, 116, and 117)**

Roussell Street

**Sec. 18-243. - Designation, use of freight/school zones.**

(a) *Freight zones.* There shall be provided, where necessary, freight zones for the purpose of loading and unloading commercial vehicles, which vehicles may be parked in the designated freight zones upon paying the fee designated for the streets named. The freight zones shall be marked by painting the area with yellow paint or otherwise posting it with signs. It shall be a violation of this Code for any person to park a vehicle within a freight zone, except to load or unload freight or merchandise; said vehicle shall not occupy such freight zone for a longer period than is actually necessary to load or unload such freight or merchandise.

The east side of Canal Street, for a distance of forty (40) feet, beginning at Point Street to the first utility pole shall hereby be established as a "30-Minute Unloading Zone".

To create a "30-Minute Unloading Zone" in a forty-foot area in front of 124 Carroll Street.

To authorize the designation of that portion of the west side of Roussell Street from its intersection of Main Street to the rear of the current structure located at 7886 Main Street as a "30-Minute Loading/Unloading Zone" and to authorize the installation of the appropriate signs.

To establish the area along the south bound side of 315 Barrow Street as a "Freight: Loading/Unloading Zone".

To establish a "30-Minute Unloading Zone" along the south side of Gautreaux Street starting at a point eighty-five (85) feet from its intersection with Dupont Street extending for thirty-six (36) feet.

To establish the area along the south side of High Street, directly in front of 620 High Street, as a "30-Minute Loading/Unloading Zone".

To establish a "loading/unloading zone" along the north side of School Street starting at the intersection of Lafayette Street for a distance of approximately one hundred sixty (160) feet along the public right-of-way

To designate the portion of the west side of Roussell street from its intersection of Main Street to the rear of the current structure located at 7887 and 7889 Main Street as a "30-minute loading/unloading zone."

**To establish a "Freight: Loading/Unloading Zone" along the west side of Grinage Street starting at the intersection of Main Street for a distance of approximately one hundred (100) feet along the public right-of-way (replacing Meter Nos. 16, 116, and 117)**