
TERREBONNE PARISH COUNCIL

PUBLIC SERVICES COMMITTEE

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



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

AGENDA

September 9, 2024
5:35 PM

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

NOTICE TO THE PUBLIC: If you wish to address the Council, please complete the "Public Wishing to Address the Council" form located on either end of the counter and give it to either the Chairman or the Council Clerk prior to the beginning of the meeting. All comments must be addressed to the Council as a whole. Addressing individual Council Members or Staff is not allowed. Speakers should be courteous in their choice of words and actions and comments shall be limited to the issue and cannot involve individuals or staff related matters. Thank you.

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

CALL MEETING TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

1. A motion to amend the condemnation order adopted on July 23, 2024, on the commercial structure located at 5773 Highway 56, owned by Jules F. and Debbie Ledet, by extending the deadline to repair, demolish, and/or remove from August 30, 2024, to October 10, 2024.
2. **RESOLUTION:** Accepting the recommendation of Parish Administration to execute the Healthcare Staffing Agreement between TPCG and CorrectHealth Terrebonne, LLC, subject to final approval by legal.

3. Consider the introduction of an Ordinance to Restructure Chapter 12, of the Terrebonne Parish Code and to Enact Regulations for the Construction of Borrow Pits, Ponds, and Dirt Mounds and to Provide for Related Matters; and call a Public Hearing on Wednesday, September 25, 2024 at 6:30 p.m.
4. Consider the introduction of an ordinance to Amend Sections 8-2 and 8-3 in Article I of Chapter 8 of the Terrebonne Parish Code of Ordinances, Fire Protection and Prevention, to Adopt the State's Definition of Public Display; to Remedy the Ambiguous Language Regarding the Public Display of Fireworks Within the City Limits of Houma; to Allow for Such an Exception in Conjunction with Holidays, Festivals, and Fundraisers, to Add a Requirement that All Tents, Stands, Fixtures, Goods, and Equipment be Removed Within 10 Days of the End of the fireworks Sale Period; and to Adopt Section 8-4 in Article I of Chapter 8 of the Terrebonne Parish Code of Ordinances, Creation of Fireworks Ban Area by Petition, and to Provide for Matters Relative Thereto; and call a Public Hearing on Wednesday, September 25, 2024 at 6:30 p.m.
5. Adjourn

Category Number:
Item Number:



Monday, September 9, 2024

Item Title:

INVOCATION

Item Summary:

INVOCATION

Category Number:
Item Number:



Monday, September 9, 2024

Item Title:

PLEDGE OF ALLEGIANCE

Item Summary:

PLEDGE OF ALLEGIANCE



Monday, September 9, 2024

Item Title:

Amend Condemnation Order – 5773 Highway 56

Item Summary:

A motion to amend the condemnation order adopted on July 23, 2024, on the commercial structure located at 5773 Highway 56, owned by Jules F. and Debbie Ledet, by extending the deadline to repair, demolish, and/or remove from August 30, 2024, to October 10, 2024.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/5/2024	Executive Summary
Minutes Excerpt	9/5/2024	Backup Material
Backup Material	9/5/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE

Amend Condemnation Order – 5773 Highway 56

PROJECT SUMMARY (200 WORDS OR LESS)

A motion to amend the condemnation order adopted on July 23, 2024, on the commercial structure located at 5773 Highway 56, owned by Jules F. and Debbie Ledet, by extending the deadline to repair, demolish, and/or remove from August 30, 2024, to October 10, 2024.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

N/A

TOTAL EXPENDITURE

N/A

AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)

ACTUAL

ESTIMATED

IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)

N/A

NO

YES

IF YES AMOUNT
BUDGETED:

COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)

PARISHWIDE

1

2

3

4

5

6

7

8

9

Kim Chauvin

09/05/24

Signature

Date

#

Code Enforcement Officer Camilla Brown presented the historical background on the commercial structure located at 5773 Highway 56, Chauvin, LA owned Jules F. & Debbie Ledet, noting the following:

- The initial complaint was received on August 29, 2022, and the initial inspection was completed on August 31, 2022.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall health, safety, and welfare to the general public and causing a blight problem, with the following conditions present:
 - The structure appeared to be abandoned for an extensive period of time.
 - It has not been maintained in a clean, safe, secure, and sanitary condition.
 - It has not been maintained free from weeds in excess of 12 inches.
 - It may be a place of rodent harborage and infestation.
 - Exterior surfaces and walls have not been maintained in good condition, free from deterioration, plumb, and free from open cracks and breaks, free from holes and loose or rotting materials.
 - Windows and/or doors have not been maintained in sound condition, good repair, and weather tight.
 - The roof and flashing have not been maintained in a sound, tight condition that would prevent the admittance of rain and/or dampness.
- The Notice of Violation was issued on September 9, 2022, and received October 3, 2022.

Mrs. Brown stated that, as of an inspection completed on July 16, 2024, this structure remains in violation and Administration recommends this structure be condemned.

Ms. K. Chauvin moved, seconded by Mr. C. K. Champagne, "THAT, the Council find the commercial structure located at 5773 Highway 56, Chauvin, LA owned Jules F. & Debbie Ledet, per legal description,

A certain tract of land in Section 14, T19S, R18E, Terrebonne Parish, Louisiana, located approximately eighteen (18) miles below the City of Houma, measuring a front of approximately one-half (1/2) arpent on the right descending bank of Bayou Little Caillou by depth to the Public Road, Louisiana Highway 56; bounded above by Onezippe Theriot and A. St. Martin Co., Ltd., or assigns, and below by Vergil Hebert or assigns; together with all buildings and improvements thereon, and with all rights, ways, privileges and servitudes thereto belonging or in anywise appertaining.

is in a dilapidated and dangerous condition that endangers the health, safety and welfare of the public; accordingly, the structure is hereby condemned, and the owner is hereby ordered to demolish and/or remove the structure by August 30, 2024; in default of which, the Terrebonne Parish Consolidated Government may proceed to do so, and, in accordance therewith, the Parish Administration be authorized to proceed with the bidding process for the demolition and/or removal."

The Chairman called for the vote on the motion offered by Ms. K. Chauvin.

THERE WAS RECORDED:

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

NAYS: None.

ABSENT: B. Pledger.

ABSTAINING: C. Hamner.

The Chairman declared the motion adopted.

Code Enforcement Officer Camilla Brown presented the historical background on the residential mobile home located at 146 Klondyke Road, Bourg, LA owned (Estate) Cheryl Billiot Scott & Jamie Lynn Verret, noting the following:

- The initial complaint was received on August 17, 2023, and the initial inspection was completed on August 17, 2023.
- The initial inspection indicated this structure was, in fact, in such condition to be formally declared as dilapidated and dangerous, rendering it hazardous to the overall



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE	
Condemnation Hearing – 5773 Highway 56	

PROJECT SUMMARY (200 WORDS OR LESS)	
Condemnation Hearing called on a commercial structure located at 5773 Highway 20	

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)	
Condemnation Hearing called on a commercial structure located at 5773 Highway 20 for Tuesday, July 23, 2024 at 5:30 pm.	

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:

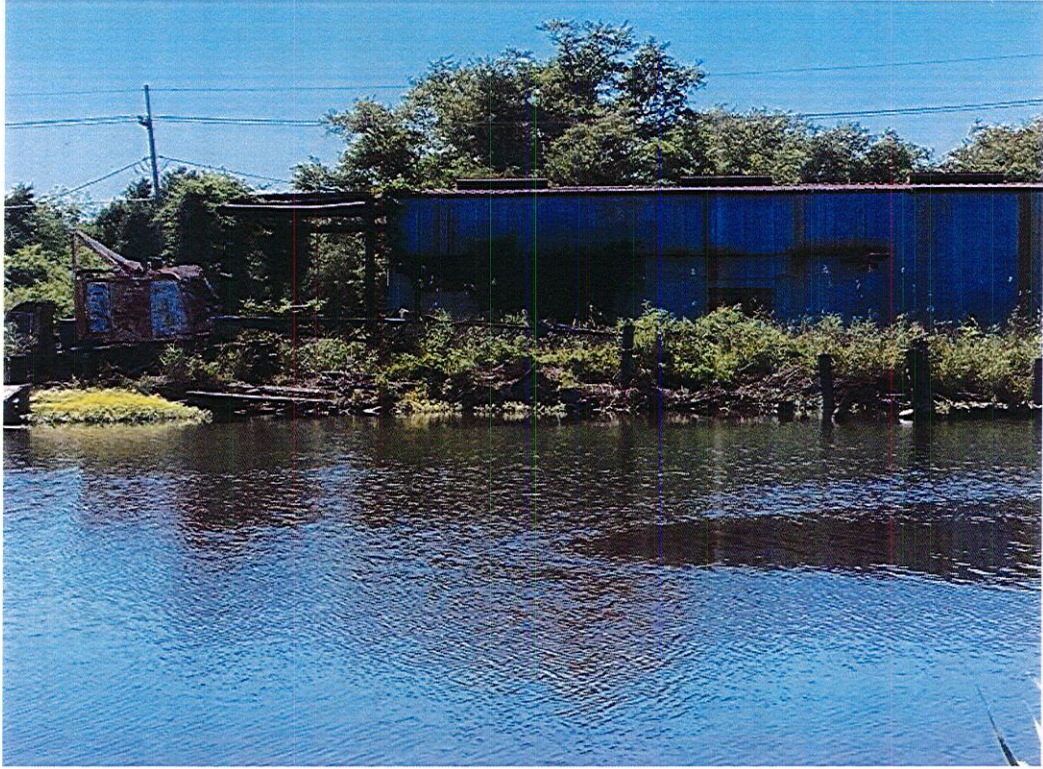
COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)									
PARISHWIDE	1	2	3	4	5	6	7	8	9

Deon Stewart
Signature

5-16-2024
Date

pp







Monday, September 9, 2024

Item Title:

Healthcare Staffing Agreement

Item Summary:

RESOLUTION: Accepting the recommendation of Parish Administration to execute the Healthcare Staffing Agreement between TPCG and CorrectHealth Terrebonne, LLC, subject to final approval by legal.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary Healthcare Staffing Agreement	9/5/2024	Executive Summary
Resolution for Healthcare Staffing Agreement	9/5/2024	Resolution
HealthCare Staffing Agreement	9/5/2024	Backup Material



EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

PROJECT TITLE
Healthcare Staffing Agreement

PROJECT SUMMARY (200 WORDS OR LESS)
<p>It is the recommendation of Parish President or Parish Administration to Execute an Agreement for Healthcare Staffing at the Terrebonne Parish Jail, Medical Facility between CorrectHealth Terrebonne, LLC (CorrectHealth) and the Terrebonne Parish Consolidated Government (TPCG).</p>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
<p>It is the recommendation of Parish President or Parish Administration to Execute an agreement for Healthcare Staffing at the Terrebonne Parish Jail, Medical facility Between CorrectHealth Terrebonne, LLC (CorrectHealth) and the Terrebonne Parish Consolidated Government (TPCG). TPCG is in urgent need of additional healthcare staffing services which can fulfill TPCG's urgent need for those services.</p>

TOTAL EXPENDITURE					
<u>Fee Schedule Billing</u>					
Registered Nurse	\$67.65 Hourly Rate				
Licensed Practical Nurse	\$52.77 Hourly Rate				
Paramedic	\$39.24 Hourly Rate				
Medical Assistant	\$28.41 Hourly Rate				
Emergency Medical Technician	\$28.41 Hourly Rate				
(ACTUAL) ESTIMATED					
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)					
<table style="width: 100%; border: none;"> <tr> <td style="width: 20%; border: none;">N/A</td> <td style="width: 20%; border: none;">NO</td> <td style="width: 20%; border: none;">YES</td> <td style="width: 40%; border: none;">IF YES AMOUNT BUDGETED:</td> </tr> </table>	N/A	NO	YES	IF YES AMOUNT BUDGETED:	
N/A	NO	YES	IF YES AMOUNT BUDGETED:		

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

 Signature

09/05/2024

 Date

OFFERED BY: _____

SECONDED BY: _____

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PARISH PRESIDENT OR PARISH ADMINISTRATION TO EXECUTE AN AGREEMENT FOR HEALTHCARE STAFFING AT THE TERREBONNE PARISH JAIL MEDICAL FACILITY BETWEEN CORRECTHEALTH TERREBONNE, LLC (“CORRECTHEALTH”) AND THE TERREBONNE PARISH CONSOLIDATED GOVERNMENT (“TPCG”).

WHEREAS, TPCG is in urgent need of additional healthcare staff at the Terrebonne Parish Jail Medical Facility; and

WHEREAS, CorrectHealth provides quality healthcare staffing services which can fulfill TPCG’s urgent need for those services; and

WHEREAS, TPCG finds it is in the best interests of Terrebonne Parish to retain the services that CorrectHealth provides as soon as possible; and

WHEREAS, TPCG and CorrectHealth have agreed in principal upon the terms of an agreement for CorrectHealth to provide healthcare staffing services as set forth in the Healthcare Staffing Agreement attached hereto.

SECTION I

BE IT RESOLVED by the Terrebonne Parish Council, in due, regular and legal sessions convened, that the Parish Administration is hereby authorized to execute the Healthcare Staffing Agreement between TPCG and CorrectHealth Terrebonne, LLC, subject to final approval by legal.

SECTION II

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

SECTION III

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

This resolution, having been introduced, was voted upon as follows:

THERE WAS RECORDED:

YEAS:

NAYS:

ABSTAINING:

NOT VOTING:

ABSENT:

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

* * * * *

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

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

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

HEALTHCARE STAFFING AGREEMENT

This Agreement is made and entered into between TERREBONNE PARISH CONSOLIDATED GOVERNMENT and CORRECTHEALTH TERREBONNE, LLC, to be effective as set forth below.

PARTIES:

Terrebonne Parish Consolidated Government, a political subdivision of the State of Louisiana, appearing herein through its Parish President, JASON W. BERGERON, by virtue of Terrebonne Parish Resolution No. 24-____, or his duly authorized designee, Noah J. Lirette, Chief Administrative Officer, by virtue of that certain Act of Designation filed for record in Terrebonne Parish Conveyance Entry No. 1684823 (hereinafter referred to as "TPCG" or "PARISH"); whose mailing address for all purposes herein is Post Office Box 2768, Houma, Louisiana 70361; and

CorrectHealth Terrebonne, LLC ("CORRECTHEALTH"), a limited liability company organized under the laws of the State of Georgia, authorized to do and doing business in Terrebonne Parish, State of Louisiana, appearing herein through its duly authorized Chief Legal Officer, Stacy Scott, as evidenced by that certain resolution of its Board attached hereto as Exhibit A.

NOTICES:

All notices or other writings required under this Agreement shall be directed to the following addresses:

PARISH ADDRESS:

Terrebonne Parish Consolidated Government
Post Office Box 2768 Houma, LA 70361
Contacts: Ryan Page, CIC, Director (ryan@tpcg.org)

CORRECTHEALTH ADDRESS:

CorrectHealth Terrebonne, LLC
1720 Windward Concourse, Suite 300
Alpharetta, Georgia 30005
Contacts: Carlo A. Musso, M.D., President (carlo.musso@correcthealth.org)
Stacy M. Scott, Chief Legal Officer (stacy.scott@correcthealth.org)

WITNESSETH:

Whereas CORRECTHEALTH is in the business of providing individuals to clients for the purpose of healthcare staffing.

CORRECTHEALTH agrees to provide personnel to PARISH for the administration of healthcare services at the Terrebonne Parish Jail ("Facility"), subject to the following terms and conditions.

TERMS AND CONDITIONS:

- I. TERM: The initial term of this Agreement shall be _____ TBD _____.
- II. PAYMENT: PARISH agrees to pay CORRECTHEALTH in accordance with the Fee Schedule, attached as Exhibit A, hereto.
- III. REMOVAL OF HEALTHCARE STAFF: If during an assignment, PARISH desires immediate removal of a healthcare staff member, PARISH must notify CORRECTHEALTH in writing followed by written notice specifying the reasons and facts supporting the request for immediate removal. PARISH agrees that this information may be shared with the healthcare staff members, upon request. PARISH agrees that CORRECTHEALTH has no responsibility to PARISH resulting from such removal, except to use its best efforts to replace the healthcare staff member, as soon as possible.
- IV. PARISH agrees to provide healthcare staff, according to the required specialty, with a reasonable work schedule, usual and customary equipment and supplies, a suitable

practice environment complying with acceptable ethical and procedural standards, and as necessary, appropriately trained staff to enable healthcare staff to perform medical services.

- V. NOTIFICATION: PARISH agrees to notify CORRECTHEALTH immediately upon the occurrence of any event or circumstance, which may affect the completion of the assignment.
- VI. BACKGROUND CHECKS: CORRECTHEALTH will be responsible for performing all background checks on healthcare staff.
- VII. DRUG SCREENS: CORRECTHEALTH will be responsible for performing pre-employment drug screens on potential healthcare staff for PARISH. PARISH may request drug and/or alcohol screens on healthcare staff provided by CORRECTHEALTH based on PARISH'S reasonable suspicion that a member of the healthcare staff is intoxicated or under the influence of an intoxicating substance.
- VIII. INSURANCE: CORRECTHEALTH is the employer of the healthcare staff providing healthcare services at Facility and, as such, CORRECTHEALTH will be responsible for all required state and federal withholding, unemployment insurance and contributing FICA and employee benefits. In addition, during the term of this Agreement, CORRECTHEALTH will maintain the following insurance coverage for CORRECTHEALTH healthcare staff: Workers' Compensation, professional liability, employer's liability and general liability coverage.
- IX. INDEMNIFICATION: CORRECTHEALTH agrees to defend, indemnify, save, and hold harmless the Terrebonne Parish Consolidated Government, including all parish departments, agencies, councils, boards and commissions, their officers, agents, servants and employees, including volunteers, from and against any and all claims, lawsuits and demands for damages under any theory of liability as allowed by law, whether contractual, tortious, or implied, arising from this agreement, whether for breach of contract, injury or death to any person, or for the damage, loss or destruction of any property, including loss of use, which may occur or in any way grow out of any breach, act or omission, whether intentional or unintentional, and any negligence, or liability of Contractor, its subcontractors, agents, servants, officers and/or employees, related to the performance or nonperformance of the Contract herein entered into, including and as a result of any such claims, lawsuits and demands, the Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits related thereto, at its sole expense, even if such claim, demand or suit is groundless, false or fraudulent. Damages are defined to include, but not be limited to, general, special, punitive, exemplary, delay, attorney fees, court costs, fines, penalties, interest, and/or expenses.

PARISH agrees to indemnify and hold harmless CORRECTHEALTH from and against all claims, losses, liabilities, damages, and expenses arising out of personal injury (including death) or property damage when such injury or property damage occurs as a result of the gross negligence or intentional acts of PARISH, PARISH'S representative and / or PARISH'S employee, including employees of the Terrebonne Parish Sheriff's Office.
- X. CONFIDENTIAL INFORMATION: PARISH agrees not to disclose in any way, use or allow any person to disclose or use confidential information of or concerning CORRECTHEALTH during or after the term of this Agreement without CORRECTHEALTH's prior express written consent. Confidential information includes, but is not limited to, legal or financial data, methods of operation, policies and procedures. Notwithstanding anything in this agreement to the contrary, the Louisiana Public Records laws shall govern the parties' handling of public records, as defined therein.
- XI. HIPAA: PARISH and CORRECTHEALTH will comply with all procedural activities that may be required to achieve compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) rules and regulations.

XII. TERMINATION:

A. Termination of the Contract for Cause

1. TPCG may terminate the Contract for cause based upon the failure of the CORRECTHEALTH to comply with the terms and/or conditions of the Contract; provided the TPCG shall give the Contractor written notice specifying CORRECTHEALTH's failure. If within thirty (30) calendar days after receipt of such notice, CORRECTHEALTH shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) calendar days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the TPCG may, at its option, place CORRECTHEALTH in default and the Contract shall terminate on the date specified in such notice.
2. Failure to perform within the time agreed upon in the contract may constitute default and may cause cancellation of the contract.
3. Upon receipt of notice from the TPCG that the contract has been terminated; CORRECTHEALTH shall immediately discontinue all operations.
4. CORRECTHEALTH may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the TPCG to comply with the terms and conditions of the contract, provided that CORRECTHEALTH shall give the TPCG written notice specifying the TPCG's failure and a reasonable opportunity for the TPCG to cure the defect.

B. Termination of the Contract for Convenience. Either party may terminate the Contract at any time without penalty by giving thirty (30) calendar days written notice to the other party of such termination or negotiating with the other party an effective date. CORRECTHEALTH shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

C. Termination for Non-Appropriation of Funds. The continuation of this agreement shall be contingent upon the appropriation of funds to fulfill the requirements of this agreement. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this Agreement are not appropriated by TPCG in any fiscal year covered by this contract, this agreement may be terminated by the TPCG giving notice to CORRECTHEALTH of such facts and the TPCG's intention to terminate its financial obligation.

XIII. NON-SOLICITATION COVENANT: PARISH agrees not to solicit any of CORRECTHEALTH'S healthcare staff for employment during the term of this Agreement and for a one (1) year period following the termination of this Agreement.

XIV. SEVERABILITY: If any provision of this Agreement or the application of any provision to any person or to any circumstances shall be determined to be invalid or unenforceable, then such deletion shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which other provisions shall remain in full force and effect. It is the intention of CORRECTHEALTH and PARISH that this Agreement and each of its terms shall be construed, if possible, in a manner which renders such terms legally enforceable.

XV. ASSIGNABILITY: Neither this Agreement nor any right, duty or obligation created by this Agreement shall be assigned, in whole or in part, by either party without the prior written consent of the other party.

XVI. ENTIRE AGREEMENT: This written agreement expresses the entire understanding between the parties with reference to its subject matter. All prior negotiations and understandings are superseded by this written agreement, which may be amended only in writing signed by all parties.

- XVII. APPLICABLE LAW: The validity, interpretation, and performance of this Contract, including all contract documents, shall be controlled by and construed in accordance with the laws of the state of Louisiana. The venue of any suit filed in connection with any claim or controversy shall be the Thirty-second Judicial District Court, Parish of Terrebonne, State of Louisiana.
- XVIII. NON-COLLUSION AFFIDAVIT. In accordance with La. R.S. 38:2224, Contractor declares that it has provided TPCG with a fully executed Non-Collusion Affidavit, and same is attached hereto at Exhibit ___ and incorporated and made a part of this Contract.
- XIX. ATTESTATION CLAUSE. Contractor's Attestations Affidavit, attesting that Contractor is in compliance with Louisiana Revised Statutes 38:2227, 38:2212.10, and 23:1726, is attached hereto at Exhibit ___, which is incorporated and made a part of this Contract.
- XX. AUDIT. It is hereby agreed that the State legislative auditor, federal auditors and internal auditors of the TPCG, or others so designated by the TPCG, shall have the option of inspecting and auditing all data, records and accounts of the Contractor which relate to this contract, upon request, for a period of five (5) years from the date of final payment or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.
- XXI. RECORD RETENTION. Contractor and any subcontractors paid under this Contract shall maintain all books and records pertaining to this Agreement for a period of five (5) years after the date of final payment or as required by applicable State and Federal law.
- XXII. NO WAIVER. The failure of Owner to enforce any or all of the terms or conditions of this contract or of any of the Contract Documents in particular instances shall not constitute a waiver of or preclude the subsequent enforcement of any or all of the terms and conditions of this contract or any of the Contract Documents.
- XXIII. EMPLOYMENT OF OWNER PERSONNEL. The Contractor certifies that it has not employed and will not employ any person to engage in the performance of this Contract who is, presently, or at the time of such employment, an employee of the Owner.
- XXIV. CODE OF ETHICS. The Contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (La. R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contractor in the performance of services called for in the Contract. The Contractor agrees to immediately notify the TPCG if potential violations of the Code of Governmental Ethics arise at any time during the term of the Contract.
- XXV. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any entity or person, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in Owner's discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- XXVI. CORPORATE REQUIREMENTS. If the Contractor is a corporation not incorporated under the laws of the State of Louisiana, the Contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana's Secretary of State. If the Contractor is a for-profit corporation whose stock is not publicly traded, the Contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana's Secretary of State.

XXVII. INDEPENDENT CONTRACTOR. It is understood and agreed by the parties hereto that the Contractor is entering into this agreement in the capacity of an independent contractor and that nothing contained in the agreement is intended to be construed as creating any other relationship between TPCG and Contractor. The parties hereto acknowledge and agree that TPCG shall not:

- A. Withhold federal or state income taxes;
- B. Withhold federal social security tax (FICA);
- C. Pay federal or state unemployment taxes for the account of the Contractor; or
- D. Pay workers' compensation premiums for coverage for Contractor.

BY SIGNING ALL PARTIES WARRANT THAT THEY ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT AND ANY EXTENSION OR AMENDMENT THEREOF AND THAT IN DOING SO THAT THEY ARE NOT IN VIOLATION OF ANY OTHER AGREEMENT AND OR OBLIGATION.

TERREBONNE PARISH ("PARISH")

By: _____
Title: Parish President
Print Name: Jason W. Bergeron
Date: _____

CORRECTHEALTH TERREBONNE, LLC ("COMPANY")

By: _____
Title: Chief Legal Officer
Print Name: Stacy M. Scott
Date: _____

EXHIBIT A: FEE SCHEDULE AND BILLING

LICENSURE / SPECIALTY	HOURLY RATE
Registered Nurse	\$67.65
Licensed Practical Nurse	\$52.77
Paramedic	\$39.24
Medical Assistant	\$28.41
Emergency Medical Technician	\$28.41

- PARISH agrees to pay CORRECTHEALTH net 30 days of the invoice date. PARISH shall pay COMPANY interest on all undisputed payments hereunder that are not paid within sixty (60) days from date due, as specified above. Interest shall accrue from the date the original payment was due at a rate of one percent (1%) per month until the payment is made in full. PARISH shall bear the costs of any legal or collection fees and expenses incurred by COMPANY in attempting to enforce PARISH's payment obligations hereunder.
- CORRECTHEALTH shall submit a monthly invoice upon complete delivery of all services provided at Facility.
- CORRECTHEALTH will invoice PARISH time and one half (1 ½) for healthcare staff who work on the following holidays: New Years Day, Mardi Gras, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- CORRECTHEALTH will invoice time and one half (1 ½) for overtime accrued after 40 hours during work week.
- PARISH's intent to cancel scheduled services by temporary contractor must be received via telephone at least four (4) hours prior to the time the healthcare staff is scheduled to report for work. PARISH will be invoiced for cancellation(s) after the 4-hour period for half the healthcare staff's scheduled hours.

BY SIGNING ALL PARTIES WARRANT THAT THEY ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT AND ANY EXTENSION OR AMENDMENT THEREOF AND THAT IN DOING SO THAT THEY ARE NOT IN VIOLATION OF ANY OTHER AGREEMENT AND OR OBLIGATION.

TERREBONNE PARISH ("PARISH")

By: _____
Title: Parish President
Print Name: Jason W. Bergeron
Date: _____

CORRECTHEALTH TERREBONNE, LLC ("COMPANY")

By: _____
Title: Chief Legal Officer
Print Name: Stacy M. Scott
Date: _____



Monday, September 9, 2024

Item Title:

Restructure Chapter 12, of the Terrebonne Parish Code and to Enact Regulations for the Construction of Borrow Pits, Ponds, and Dirt Mounds

Item Summary:

Consider the introduction of an Ordinance to Restructure Chapter 12, of the Terrebonne Parish Code and to Enact Regulations for the Construction of Borrow Pits, Ponds, and Dirt Mounds and to Provide for Related Matters; and call a Public Hearing on Wednesday, September 25, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/4/2024	Executive Summary
Ordinance	9/6/2024	Ordinance



EXECUTIVE SUMMARY

PROJECT TITLE
<p style="text-align: center;">Introduce an Ordinance to Restructure Chapter 12, of the Terrebonne Parish Code and to Enact Regulations for the Construction of Borrow Pits, Ponds, and Dirt Mounds and to Provide for Related Matters; and call a Public Hearing on Wednesday, September 25, 2024 at 6:30 p.m.</p>

PROJECT SUMMARY (200 WORDS OR LESS)
<p style="text-align: center;">TPCG wishes to restructure Chapter 12 and to regulate Borrow Pits in the parish in the restructured Chapter.</p>

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
<p>The parish government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including but not by way of limitation, the right, power and authority to pass ordinances on all subject matters necessary requisite or proper for the management of parish affairs, and all other subject matters without exception, subject only to the limitation that the same shall not be inconsistent with the Constitution or expressly denied by general law applicable to the parish.</p>

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

 Noah J. Lirette, Chief Administrative Officer

 09/04/2024
 Date

OFFERED BY:

SECONDED BY:

ORDINANCE NO. _____

AN ORDINANCE TO RESTRUCTURE CHAPTER 12, OF THE TERREBONNE PARISH CODE AND TO ENACT REGULATIONS FOR THE CONSTRUCTION OF BORROW PITS, PONDS, AND DIRT MOUNDS AND TO PROVIDE FOR RELATED MATTERS

WHEREAS, Section 1-06 of the Home Rule Charter for Terrebonne Parish Consolidated Government (TPCG) provides that the Parish Government shall have the right, power and authority to pass all ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish, including but not by way of limitation, the right, power and authority to pass ordinances on all subject matters necessary requisite or proper for the management of parish affairs, and all other subject matters without exception, subject only to the limitation that the same shall not be inconsistent with the Constitution or expressly denied by general law applicable to the parish; and

WHEREAS, Section 2-11 of the Terrebonne Parish Home Rule Charter requires an ordinance to adopt or amend an administrative code: and

WHEREAS, TPCG wishes to restructure Chapter 12 and to regulate Borrow Pits in the parish in the restructured Chapter.

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

SECTION I

The title of Chapter 12, Gas and Petroleum Pipelines, Seismographs, etc. shall be and is hereby renamed Coastal Impact Certificates.

SECTION II

Sections 12-66 through 12-69 shall be and are hereby moved from Chapter 12, Article III, to Chapter 12, Article I, and they shall be and are hereby renumbered and amended as follows:

Sec. ~~12-66~~ 12-1. Statement of purpose.

- (a) Terrebonne Parish is committed to providing aggressive leadership, direction and consonance in the development and implementation of policies, plans, and programs which encourage multiple use of the coastal zone and achieve a proper balance between development and conservation, restoration, creation and nourishment of coastal resources in Terrebonne Parish.
- (b) It is the purpose of the coastal impact certificate to enhance and to protect the ecological systems of the parish, whose renewable resources include numerous species of wildlife and support fisheries, and whose nonrenewable resources, such as crude oil and natural gas, serve as the economic base of the parish. The coastal impact certificate process reviews activities, outlined in this Chapter section 12-71 of this article, to:
 - (1) Assure that the proposed activity is consistent with local coastal restoration efforts and coastal zone plans;
 - (2) Assure that the proposed activity does not unnecessarily or excessively impact wetlands and/or water bottoms;
 - (3) Assure that the proposed activity does not negatively impact parish infrastructure facilities such as Morganza/Gulf Levee alignment, force drainage levee alignment or future roadways as depicted on the parish GIS map;
 - (4) Determine the extent that the proposed activity will impact coastal areas and the viability of proposed mitigation plans; and
 - (5) Minimize expenditures of public money for costly erosion control and environmental restoration projects.

Sec. ~~12-67~~ 12-2. Land to which this article applies.

This ~~article~~ Chapter shall apply to all areas within the jurisdiction of the Terrebonne Parish Consolidated Government.

Sec. ~~12-68~~ 12-3. Abrogation and greater restrictions.

This ~~article~~ Chapter is not intended to impair any existing federal or state regulations or statutes.

Sec. ~~12-69~~ 12-4. Interpretation.

In the interpretation and application of this ~~article~~ Chapter, all provisions shall be:

- (1) Liberally construed in favor of the Terrebonne Parish Consolidated Government; and
- (2) Deemed neither to limit nor repeal any other powers granted under state statutes.

SECTION III

Section 12-5 of the Terrebonne Parish Code of Ordinances is hereby enacted to read, in its entirety, as follows:

Sec. 12-5. – Information on Archaeological, historical, and cultural resources; same, environmental compliance

- (a) This Section 12-5 is provided for informational purposes, only. The information in this Section is not intended to limit or expand any existing local, state, or federal laws. Section 12-66 regarding violations does not apply to this Section.
- (b) If archaeological, historical, paleontological, or other cultural resources are encountered or suspected as such *during excavation* activities authorized by this Chapter, work shall cease and the permittee/operator shall immediately notify the Division of Archaeology, Department of Culture, Recreation, and Tourism [CRT, P.O. Box 44247, Baton Rouge, LA 70804; (225) 342-8200] and the Office of Coastal Management in the Department of Natural Resources [(P.O. Box 44487, Baton Rouge, LA 70804-4487; (225) 342-7591)] as well as the Local Coastal Zone Management Program (985-873-6889). Work may not resume until written approval is obtained from CRT.
- (c) The applicant is responsible for compliance with all environmental regulations and permitting requirements under the jurisdiction of the U.S. Army Corps of Engineers, the Louisiana Department of Natural Resources, the Louisiana Department of Environmental Quality, and the Environmental Protection Agency, and obtaining all required permits from these agencies, as well as paying any compensatory mitigation imposed for permanent adverse impacts to wetlands or jurisdictional waters (Waters of the United States) and the payment of any fees and/or fines associated with the issuance of After-the-Fact permits.
- (d) The applicant shall comply with a Storm Water Pollution Prevention Plan (SWPPP) approved by the parish Engineering Division when conducting clearing or earthwork operations. The SWPPP shall include erosion control feature in addition to other components which may be required by the US Environmental Protection Agency (EPA), the Louisiana Department of Environmental Quality (LDEQ) and/or the Louisiana Department of Natural Resources (LDNR).

SECTION IV

Sections 12-71 through 12-74 shall be and are hereby moved from Chapter 12, Article III, to Chapter 12, Article I, and they shall be and are hereby renumbered and amended as follows:

Sec. ~~12-71~~ 12-6. Coastal impact certificate required.

- (a) A coastal impact certificate from the Terrebonne Parish Consolidated Government shall be required prior to the performing of any of the following: soil regrading as defined in Article II of this Chapter; seismographic survey; or the construction of any well, well site, well platform, other mining operation, pipeline, canal; or for the dredging of canals, bayous, borrow pits, wetlands, ponds, lakes, bays, slips, shells or other excavation; or the construction of bulkheads, drainage control structures, flood control structures, landfills, spoil areas, platforms, board roads, levees, battures; or the construction of non-residential facilities requiring a coastal zone permit from the Louisiana Department of Natural Resources or a Section 10/404 permit from the United States Army Corps of Engineers; or the construction of single-family residential structures requiring a coastal zone permit from the Louisiana Department of Natural Resources or a Section 10/404 permit from the United States Army Corps of Engineers; or any other type of structure or facility within the boundaries of the parish requiring a coastal zone permit from the Louisiana Department of Natural Resources or a Section 10/404 permit from the United States Army Corps of Engineers.

- (b) No excavation site or borrow pit will be constructed within the right-of-way alignment of any proposed hurricane protection levee, forced drainage levee, future roadway as depicted on the parish GIS map, or environmentally sensitive areas of Terrebonne Parish outside of the hurricane levee protection.
- (c) All borrow pits or excavation sites will be required to maintain a minimum side slope of one (1) foot vertical drop for two (2) feet horizontal run to a depth of ten (10) feet. Below the depth of ten (10) feet side slopes are not subject to this requirement.
- (d) No borrow pit shall be constructed within the Urban Planning District of this parish.

Sec. ~~12-72~~ 12-7. Application for coastal impact certificate.

- (a) An application for a coastal impact certificate, as required by ~~section 12-71~~ of this article Chapter, shall be made on forms furnished by the Terrebonne Parish Consolidated Government and shall be signed and certified as to authenticity by an authorized agent, representative or owner.
- (b) Accompanying the application must be a clear description of the facility and its proposed purpose, plans, specifications, locations, vicinity maps, construction costs, proposed maintenance plan, possible environmental impacts and plans for minimizing impacts, acres of wetlands and/or water bottoms affected, proposed mitigation plans, and the names and addresses of its owner, contractor, and the authorized agent or representative.
- (c) All mitigation plans shall be in accordance with local, state and federal guidelines. There is an ongoing duty to amend a permit application should the mitigation plan be altered.
- (d) All emergency operations shall be carried out in accordance with state and federal laws.

Sec. ~~12-73~~ 12-8. Coastal impact fees.

- (a) For construction related to any single-family dwelling units requiring a coastal zone permit from the Louisiana Department of Natural Resources or a Section 10/404 permit from the United States Army Corps of Engineers, the following fees will apply:

Value	Wetland and/or Water Bottom Acreage Impacted	Fee
Less than \$200,000.00	Less than 1	\$100.00
Less than 200,000.00	1 to less than 3	500.00
200,000.00 or greater	Less than 3	1,000.00
Any value	3 to less than 10	2,000.00
Any value	10 to less than 15	3,500.00
Any value	15 or greater	5,000.00

- (b) For construction related to any commercial/industrial, nonresidential facility requiring a coastal zone permit from the Louisiana Department of Natural Resources or a Section 10/404 permit from the United States Army Corps of Engineers, the following fees will apply:

Value	Wetland and/or Water Bottom Acreage Impacted	Fee
Less than \$200,000.00	Less than 1	\$500.00
Less than 200,000.00	1 to less than 3	1,000.00
Less than 200,000.00	3 to less than 10	2,000.00
200,000.00 or greater	Less than 10	2,000.00
Any value	10 to less than 15	3,500.00
Any value	15 or greater	5,000.00

- (c) For activity not subject to regulations by the tables in subsections (a) and (b) above that relates to any of the following: seismographic survey; or the construction of any well, well site, well platform, other mining operation, pipeline, canal; or for the dredging of canals, bayous, borrow pits, wetlands, lakes, bays, slips, shells or other excavation; or the construction of bulkheads, drainage control structures, flood control structures, landfills, spoil areas, platforms, board roads, levees, and battures, the certificate fee shall be five hundred dollars (\$500.00).
- (d) As it relates to the construction or maintenance of public works projects, a coastal impact certificate shall only be required where the activity is regulated by state and federal agencies. No processing fee will be charged for any required application for coastal impact certificate for the construction or maintenance of public works projects financed by local, state or federal government funds.

Sec. ~~12-74~~ 12-9. Decisions on applications.

- (a) Within ~~twenty (20)~~ forty-five (45) working days after receipt of a completed application package which meets the requirements of this article Chapter, the applicant shall either receive a coastal impact certificate from

the Director of Coastal Restoration and Preservation of the Terrebonne Parish Consolidated Government or shall be advised in writing by the director as to specific reasons for the denial of same.

- (b) The applicant shall have twenty (20) days to file a written notice of appeal with the clerk of the council and in the event of appeal, the council shall schedule a public hearing at its next regularly scheduled meeting wherein the applicant will have the opportunity to appeal the decision of the director.
- (c) The Terrebonne Parish Consolidated Government may place on a Coastal Impact Certificate any reasonable conditions deemed necessary so as to minimize or compensate for environmental impact.

SECTION V

Article II of Chapter 12 of the Terrebonne Parish Code of Ordinance shall be and is hereby renamed to Excavations, Grading, and Fill.

Article III of Chapter 12 of the Terrebonne Parish Code of Ordinance shall be and is hereby renamed to Enforcement.

SECTION VI

Sections 12-26 through 12-30 of the Code of Ordinances of Terrebonne Parish at Chapter 12, Article II, shall be and are hereby enacted, as follows:

Sec. 12-26 – Definitions

- (a) Borrow Pit is defined as an area created or dug for the extraction of earthen material which will be used for fill at another location. A coastal use permit and coastal impact certificate are always required for Borrow Pits.
- (b) Borrow Canal is defined as an area dug for the extraction of earthen material which is adjoining, and will be used in connection with, a flood protection project, and is generally located within the right of way of the flood protection project. The provisions of this Article shall not be applicable to borrow canals.
- (c) Pond, for the purposes of this Chapter, is defined as a man-made body of water with a ground-level surface area of 1,000 square feet or more which is not already included in the plan or design of a subdivision approved by the Regional Planning Commission.
- (d) Soil Regrading, for the purposes of this Chapter, is defined as the disturbance, whether by excavation or fill, of (i) 2,500 Cubic Yards or more of soil in a residential subdivision, or (ii) 5,000 Cubic Yards or more of soil in all other locations, (iii) the change in elevation of the grade of any portion of property measuring 1,000 square foot or more at ground-level by more than 24 inches.

Sec. 12.-27– Safety

- (a) The operator of the borrow pit site shall *post “No Trespassing – Borrow Pit”* signage at the entrance to the site from a public roadway and at the borrow pit site.
- (b) It is the responsibility of the borrow pit operator to ensure public safety during excavation of the borrow pit.

Sec. 12-28. – Borrow Pits.

- (a) Borrow Pits may be placed no closer than 75 feet from the site’s property lines, or any parish road right-of-way (ROW), any local road/street ROW, or any ROW or servitude for a critical redundant parish levee (named below) except that Borrow Pits may be placed no closer than 150 feet from the following:
 - 1. State highway ROWs;
 - 2. Platted residential subdivisions or existing residential structures;
 - 3. Rights-of-way for the Morganza Hurricane Levee Protection System or borrow canal servitudes.
- (b) Critical redundant parish levees include the following:
 - 1. Ward 7 5-1 Levee;
 - 2. Montegut 4-8 Levee;
 - 3. Pointe aux Chenes 4-1 Levee;
 - 4. Thompson Road Extension (East Houma Surge Levee);
 - 5. Ashland North Levee;
 - 6. Levees on the western side of Lake Boudreaux (Cane Break, Suzie Canal, NFL South);
 - 7. Lower Lacache Levee;

8. Industrial Road/Chabert Hospital Levee;
 9. Shrimpers Row Levee;
 10. Mayfield Levee;
 11. Lower Dularge Levees (East and West);
 12. Concord Levee; and
 13. Bush Canal Levee.
- (c) A Borrow Pit operator or agent may apply in writing to the Terrebonne Parish President for a variance from these distance restrictions based on the size and shape of the proposed Borrow Pit site and supported by engineering analysis including soil stability analysis prepared by a Louisiana licensed engineer. The variance may not be based on financial hardship. Upon favorable recommendation by the Parish President, and favorable approval by the Parish Council by an affirmative vote, the Parish Council at its discretion may grant the variance by ordinance.
- (d) The Borrow Pit operator shall take reasonable protective measures to provide dust and mud control on the site. The operator shall keep public roadways free of excessive dirt and mud for 500 feet in either direction and follow all state and local signage and permitting requirements.
- (e) Upon completion of the Borrow Pit, if there is a possibility to encompass the Borrow Pit into a forced drainage system for drainage retention purposes as well as other purposes designed to accrue to the benefit of the public, such as recreation, the parish may initiate negotiations with the property owner for maintenance, ingress and egress, and any other feature or component deemed necessary for drainage and /or recreational purposes, including the rights to be retained by the property owner.
- (f) Where access to a proposed Borrow Pit cannot be provided except by residential local or residential collector streets, the issuance of the Coastal Impact Certificate will be predicated upon receipt of engineering documentation of pre-construction (borrow pit) roadway conditions (including roadway surface and roadside drainage ditches), the provision of a plan in the application to return these streets and drainage ditched to pre-construction conditions when the pit is closed or abandoned, and receipt of a surety bond which will guarantee completion of any needed repairs if the applicant defaults or otherwise fails to perform the needed roadway/drainage repairs. The amount of the surety bond shall be based on an estimate of the potential cost for roadway/drainage repairs and shall be determined by the Parish President, or by his designee, and any other needed legal documents as determined by the parish legal department.
- (g) The applicant for the Borrow Pit Coastal Impact Certificate will also provide a traffic plan map showing primary access (truck haul routes) to and from the site within two (2) miles of the Borrow Pit. This truck haul route map shall be supplied to the Terrebonne Parish School Board Administration, the Terrebonne Parish Sheriff's Office, and the Parish Public Works Department for their review and comment.
- (h) The Borrow Pit operator will provide adequate truck/equipment parking to ensure no truck queuing on public ROWs or roads.
- (i) No materials shall be stored on any public access roads or within any of the distance buffers provided in Sec. 12-2879 (a) and (b) above.

Sec. 12-29. – Ponds.

- (a) No person shall construct a pond exceeding (1) 2,500 square feet in surface area measured at ground level or (2) by removing 1,000 cubic yards or more of material, without first obtaining a Coastal Impact Certificate.
- (b) Ponds shall not be constructed closer than 75 feet from the site's property lines, any parish road right-of-way (ROW), any local road/street ROW, or any ROW or servitude for a critical redundant parish levee (named in Section 12-28 (b) above).
- (c) Ponds shall not be placed closer than 150 feet from the following:
1. State highway ROWs;
 2. Platted residential subdivisions or existing residential structures;
 3. Rights-of-way for the Morganza Hurricane Levee Protection System or borrow canal servitudes.
- (d) A landowner or developer may apply in writing to the Terrebonne Parish President for a variance from the distance restrictions based on the size and shape of the proposed Pond site and supported by engineering analysis including soil stability analysis prepared by a Louisiana licensed engineer. The variance may not be based on financial hardship. Upon favorable recommendation by the Parish President, and favorable approval by the Parish Council by an affirmative vote, the Parish Council at its discretion may grant the variance by ordinance.

Sec. 12-30. – Soil Regrading.

- (a) No person shall perform Soil Regrading which results in the increase to the reservoir stage of the district or in any way adversely impacts the drainage of other property without first obtaining a letter of no adverse effect from the department of public works engineering division.

- (b) Soil regrading shall be performed in accordance with an engineer-stamped grading plan approved by the department of public works engineering division. Submitted plans shall include:
 1. existing elevations and direction and method of drainage;
 2. proposed elevations and direction and method of drainage
 3. proposed method of erosion control;
 4. address and legal property description.
- (c) Exceptions. A letter of no adverse effect shall not be required under this Chapter when:
 1. Soil Regrading is included in a plan for a new subdivision approved by the Terrebonne Parish Regional Planning Commission;
 2. A letter of no adverse effect is required under Chapter 28, Appendix A, Section 24.2 (in lieu of this section);
 3. Excavation, removal, or stockpiling of rock, sand, dirt, clay, or other like material as may be required in connection with the construction or maintenance of public roads, public highways, and public levees;
 4. When approved by the parish engineering division, grading in an isolated, self-contained area if there is no danger to public or private property;
 5. Cemetery graves;
 6. Refuse disposal sites controlled by other regulations; and
 7. Excavations for wells, tunnels, or utilities.
- (d) The purposes of this section are to bring awareness to the effects soil regrading may have on existing property drainage, runoff, and water disbursement, and to require landowners to obtain engineered plans to prevent adverse water and flooding impacts due to soil regrading. TPCG shall not, under any circumstances, be liable for any damages (property or injury, including death) resulting from soil regrading, regardless of whether a letter of no adverse impact is issued. Landowners shall rely solely on engineered plans and construction in accordance with engineered plans to prevent adverse impacts of water and flooding.

SECTION VII

Sections 12-70 shall be and is hereby renumbered and amended as follows:

Sec. ~~12-70~~ 12.66. Violations.

- (a) Any person violating any provisions of this ~~article~~ Chapter shall be so notified by personal service or by certified return receipt mail of the specific violation, and if the violation can be corrected, the violating party will be given no less than five (5) days and no more than thirty (30) days to correct the violation by securing a valid coastal impact certificate, by removal of the obstruction/activity if it is prohibited, or by causing the structure/activity to conform with the provisions of this ~~article~~ Chapter and coastal zone plans.
- (b) If the violating party has committed an offense which cannot be corrected by securing a valid coastal impact certificate, by conformance to this ~~article~~ Chapter, or if the violating party fails or refuses to comply with the provisions of this ~~article~~ Chapter relating to permitting or removal, each such offense shall constitute a misdemeanor subject to penalties up to, but not to exceed state law. Each day that a violation exists shall constitute a separate offense. Any offense arising due to the submission of falsified or fraudulent certificate information shall carry the maximum misdemeanor allowed by state law.
- (c) The imposition of any penalty hereunder shall not preclude the director of coastal restoration, the parish legal counsel, or other appropriate authority of the parish, or any adjacent or neighboring property owner who would be specifically damaged by such violation, from instituting injunction, mandamus, or other appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, conversion, maintenance, repair and/or improvement, or to correct or abate such violation, or to prevent the occupancy of such structure, building, or land.

SECTION VIII

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

SECTION IX

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

SECTION X

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

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

JOHN AMEDEE, CHAIR
TERREBONNE PARISH COUNCIL

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and Time Delivered to the Parish President

Approve _____ Veto.
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and Time Returned to the Council Clerk

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

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

TAMMY TRIGGS
COUNCIL CLERK
TERREBONNE PARISH COUNCIL



Monday, September 9, 2024

Item Title:

Ordinance for Public Display of Fireworks Within the City Limits

Item Summary:

Consider the introduction of an ordinance to Amend Sections 8-2 and 8-3 in Article I of Chapter 8 of the Terrebonne Parish Code of Ordinances, Fire Protection and Prevention, to Adopt the State's Definition of Public Display; to Remedy the Ambiguous Language Regarding the Public Display of Fireworks Within the City Limits of Houma; to Allow for Such an Exception in Conjunction with Holidays, Festivals, and Fundraisers, to Add a Requirement that All Tents, Stands, Fixtures, Goods, and Equipment be Removed Within 10 Days of the End of the fireworks Sale Period; and to Adopt Section 8-4 in Article I of Chapter 8 of the Terrebonne Parish Code of Ordinances, Creation of Fireworks Ban Area by Petition, and to Provide for Matters Relative Thereto; and call a Public Hearing on Wednesday, September 25, 2024 at 6:30 p.m.

ATTACHMENTS:

Description	Upload Date	Type
Executive Summary	9/5/2024	Executive Summary
Ordinance	9/5/2024	Ordinance



EXECUTIVE SUMMARY

PROJECT TITLE

Consider the introduction of an ordinance to Amend Sections 8-2 and 8-3 in Article I of Chapter 8 of the Terrebonne Parish Code of Ordinances, Fire Protection and Prevention, to Adopt the State’s Definition of Public Display; to Remedy the Ambiguous Language Regarding the Public Display of Fireworks Within the City Limits of Houma; to Allow for Such an Exception in Conjunction with Holidays, Festivals, and Fundraisers, to Add a Requirement that All Tents, Stands, Fixtures, Goods, and Equipment be Removed Within 10 Days of the End of the fireworks Sale Period; and to Adopt Section 8-4 in Article I of Chapter 8 of the Terrebonne Parish Code of Ordinances, Creation of Fireworks Ban Area by Petition, and to Provide for Matters Relative Thereto; and call a Public Hearing on Wednesday, September 25, 2024 at 6:30 p.m.

PROJECT SUMMARY (200 WORDS OR LESS)

TPCG finds it is necessary to modify Section 8-2 and 8-3 to remedy ambiguous language regarding the public display of fireworks within the city limits of Houma, to create such an exception for public displays of fireworks in conjunction with a holiday, festival, or fundraiser, to adopt the state’s definition of public display, and to require vendors to remove all tents and equipment within 10 days of the end of the period for fireworks. TPCG finds it necessary to adopt Section 8-4 to allow the designation of fireworks ban areas by ordinance after successful petition of residential subdivisions or streets

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)

It is to clear up ambiguous language.

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
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 Noah J. Lirette, Chief Administrative Officer

 Date 09/05/2024

OFFERED BY: _____

SECONDED BY: _____

ORDINANCE NO. _____

AN ORDINANCE TO AMEND SECTIONS 8-2 AND 8-3 IN ARTICLE I OF CHAPTER 8 OF THE TERREBONNE PARISH CODE OF ORDINANCES, FIRE PROTECTION AND PREVENTION, TO ADOPT THE STATE’S DEFINITION OF PUBLIC DISPLAY; TO REMEDY THE AMBIGUOUS LANGUAGE REGARDING THE PUBLIC DISPLAY OF FIREWORKS WITHIN THE CITY LIMITS OF HOUMA; TO ALLOW FOR SUCH AN EXCEPTION IN CONJUNCTION WITH HOLIDAYS, FESTIVALS, AND FUNDRAISERS, TO ADD A REQUIREMENT THAT ALL TENTS, STANDS, FIXTURES, GOODS, AND EQUIPMENT BE REMOVED WITHIN 10 DAYS OF THE END OF THE FIREWORKS SALE PERIOD; AND TO ADOPT SECTION 8-4 IN ARTICLE I OF CHAPTER 8 OF THE TERREBONNE PARISH CODE OF ORDINANCES, CREATION OF FIREWORKS BAN AREA BY PETITION, AND TO PROVIDE FOR MATTERS RELATIVE THERETO.

SECTION I

WHEREAS, LSA-Const. Art. 6, §4 states in its pertinent part that “Except as inconsistent with this constitution, each local governmental subdivision which has adopted such a home rule charter or plan of government shall retain the powers, functions, and duties in effect when this constitution is adopted. If its charter permits, each of them also shall have the right to powers and functions granted to other local governmental subdivisions.” and,

WHEREAS, Sec. 1-05 of The Home Rule Charter for a Consolidated Government for Terrebonne Parish states in its pertinent part that “The parish government shall have and exercise such other powers, rights, privileges, immunities, authority and functions not inconsistent with this charter as may be conferred on or granted to a local governmental subdivision by the constitution and general laws of the state, and more specifically, the parish government shall have and is hereby granted the right and authority to exercise any power and perform any function necessary, requisite or proper for the management of its affairs, not denied by this charter, or by general law, or inconsistent with the constitution.” and,

WHEREAS, the Terrebonne Parish Consolidated Government finds it is necessary to modify Section 8-2 and 8-3 to remedy ambiguous language regarding the public display of fireworks within the city limits of Houma, to create such an exception for public displays of fireworks in conjunction with a holiday, festival, or fundraiser, to adopt the state’s definition of public display, and to require vendors to remove all tents and equipment within 10 days of the end of the period for fireworks sales; and

WHEREAS, the Terrebonne Parish Consolidated Government finds it necessary to adopt Section 8-4 to allow the designation of fireworks ban areas by ordinance after successful petition of residential subdivision(s) or street(s); and

NOW THEREFORE, BE IT ORDAINED by the Terrebonne Parish Council, in due, regular, and legal sessions convened, that:

SECTION I

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby amends Sections 8-2 and 8-3 of the Terrebonne Parish Code of Ordinances to read as follows (strikethrough formatting to indicate deletions and underline formatting to indicate additions):

Sec. 8-2. Fireworks; use prohibited; exception; definitions; penalty.

- (a) It shall be unlawful for any individual, firm, partnership, corporation, or other entity to use, fire, ignite, shoot, discharge or otherwise set off any item of fireworks within Terrebonne Parish, except as specifically provided in subsection (c) below, ~~except as specifically provided in this article, it being the intention of this section to prohibit the use of fireworks whatsoever within the City of Houma.~~

- (b) It shall be lawful to use, fire, ignite, shoot, discharge or otherwise set off fireworks for "consumer use" exclusively as follows:
- (1) A person may ignite, discharge, or use permissible fireworks on the following days during the following hours:
 - a. Between dusk and 10:00 p.m. on January 1.
 - b. Between dusk and 10:00 p.m. on July 4.
 - c. Between dusk on December 31 and 1:00 a.m. on January 1.
 - (2) It shall be unlawful for anyone under the age of eighteen (18) to purchase fireworks in Terrebonne Parish from a lawfully approved fireworks vendor. Vendors shall require proper photo identification at each sale for this purpose.
 - (3) Discharging of fireworks by persons under fifteen (15) years of age as described in this section is prohibited in the absence of direct supervision by a parent, guardian, or other responsible party who is eighteen (18) years of age or over.
- (c) It shall be lawful to use, fire, ignite, shoot, discharge or otherwise set off fireworks for "public display" exclusively as follows:
- (1) ~~The~~ For the purpose of this Article, the phrase "public display" shall have the same meaning as defined in La. R.S. 51:650, as may be amended. The public display of fireworks shall be handled by a competent and qualified operator, and otherwise in accordance with R.S. 51:650(24) and 51:655.
 - (2) The "public display" of fireworks shall only be between the hours of 9:00 a.m. to 9:00 p.m., except that the permissible hours for a New Year's Eve and a 4th of July "public display" shall be between the hours of 9:00 a.m. on December 31 and 2:00 a.m. on January 1 of the new year and on July 4, and 2:00 a.m. on July 5.
 - (3) The "public display" of fireworks shall be conducted:
 - a. in excess of one thousand (1,000) feet of any church, hospital, asylum, public school, or nursing home, unless prior written consent by the governing board or duly authorized representative of such consents to said display in writing two (2) weeks prior to the public display, and
 - b. in excess of seventy-five (75) feet of where the fireworks being used for the "public display" event are being stored prior to use.
 - (4) In addition to compliance with R.S. 51:655, any person who is issued a permit from the State Fire Marshal for a "public display" event shall obtain a "Letter Acknowledging Notification" from the chief of the Houma Fire Department acknowledging notification of the specific date, time, duration and location of such planned "public display" event within the city limits of Houma, or, for a planned "public display" event within the jurisdiction of a fire protection district, the applicant shall obtain a "Letter Acknowledging Notification" from the chairman of the governing board of the fire protection district having jurisdiction over the location of the planned "public display" event and such "Letter Acknowledging Notification" shall acknowledge notification of the specific date, time, duration and location of such "public display" event. The governing board of a fire protection district may, by motion, designate the chief of the Fire Department operating within the fire district to issue its Letters Acknowledging Notification.
 - (5) Any person or entity producing a "public display" of fireworks accompanying a political, educational, religious, sporting, charity or similar special event shall require a permit from the Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office. In order to receive a permit, the permit applicant shall submit an application, proof of statutory workers compensation insurance with one million dollars (\$1,000,000.00) in employers liability, along with Auto and General Liability insurance with a limit of five million dollars (\$5,000,000.00) each, naming Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office as additional insureds on the auto and general liability policies, and provide a waiver of subrogation in favor of Terrebonne Parish Consolidated Government and the Terrebonne Parish Sheriff's Office on the Workers Compensation policy and on the auto and general liability policies, and an agreement holding harmless and indemnifying Terrebonne Parish Consolidated Government, its departments, and offices from any legal liabilities not caused by Terrebonne Parish Consolidated Government or Terrebonne Parish Sheriff's Office. Applications shall be submitted two (2) weeks before the event. No permit granted hereunder shall be transferable. Fees for permitting shall be two hundred fifty dollars (\$250.00) for Terrebonne Parish Consolidated Government, and two hundred fifty dollars (\$250.00) for Terrebonne Parish Sheriff's Office.
- (d) For purposes of this article, "fireworks" shall mean any device or composition used to obtain visible or audible pyrotechnic display enumerated in La. R.S. 51:651 as a "permissible firework", also known as a "class C" firework. This definition includes, but is not limited to, flitter sparklers, sky rockets, bottle rockets, firecrackers, roman candles, and shell explosives.

The term "fireworks," as used herein, shall not include toy pistols, toy canes, toy guns, or other devices in which paper caps containing twenty-five hundredths (25/100) grains or less of explosive compounds are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than twenty-five hundredths (25/100) grains of explosive compounds. The term "fireworks" shall not include any article or device that constitutes ammunition for a firearm.

- (e) No person, individual, or entity shall discharge fireworks:

- (1) Within the corporate city limits of Houma, except for a public display of fireworks organized by a government body or non-profit corporation in conjunction with a festival, fundraiser, or holiday, as permitted under Section 8-2 (c) of this Article;
- (2) Indoors;
- (3) In a confined space;
- (4) From a vehicle, moving or non-moving;
- (5) Closer than one thousand (1,000) feet from any facility where flammable/combustible and/or hazardous materials are used, manufactured, or stored;
- (6) Near products that will support combustibles such as paper, dry grass, wood or pulp;
- (7) Intentionally targeting buildings, structures, or a motor vehicle.
- (f) All sales and use of fireworks permitted in this section shall be suspended in the event of a "burn ban" issued by the governor's office or the state fire marshal pursuant to R.S. 40:1602 or 40:1563.
- (g) Fireworks for consumer use or public display shall not be modified or altered from their intended design in any way and shall not be combined with any other device or devices to increase energy or loudness of its discharge.
- (h) Violation of this section is a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) and/or not more than six (6) months in jail.

Sec. 8-3. Fireworks; sale prohibited; exception; definitions; penalty.

* * *

- (g) Vendors shall adhere to signage regulations set forth as follows:
 - (1) Upon issuance of a sign permit, parish vendor's permit holders shall be allowed one (1) seasonal on-premises sign, not to exceed four (4) feet by eight (8) feet, to be posted at the retail location. All signs shall require a sign permit from Terrebonne Parish and shall adhere to all applicable building codes and requirements associated with a sign permit.
 - (2) Sign permit holders may also post off-premises signage. Off-premises signs shall adhere to the signage requirements of the zoning district at the retail location, Terrebonne Parish, and the State of Louisiana Department of Transportation and Development, and other regulations.
 - ~~(3) All signage shall be promptly removed within ten (10) days of each sales period.~~
- (h) Vendors shall cause all signage, tents, stands, fixtures, goods, and equipment to be removed within ten (10) days of the end of each sales period.
- (i) Violation of this section is a misdemeanor punishable by a fine of not more than five hundred dollars (\$500.00) and/or six (6) months in jail. A vendor who violates any provision of this section shall be subject to revocation or suspension of his permit.
- ~~(j)~~ Subject to compliance with federal and/or state laws, nothing contained herein shall in any way restrict, prohibit, or discourage manufacturing, wholesale trade, and distribution to the fireworks industry within Terrebonne Parish.

SECTION II

The Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, hereby enacts Section 8-4 of the Terrebonne Parish Code of Ordinances to read as follows:

Sec. 8.4. Creation of Fireworks Ban Area by Ordinance.

- (a) The residents of a residential subdivision(s) as defined by Chapter 30, Section 24.1 of this Code and/or any street(s) (if not in a residential subdivision) may petition the council to ban by ordinance fireworks in the residential subdivision(s) and/or street(s) named in the petition.
- (b) Whenever the creation of a fireworks ban area for residential neighborhood(s)/street(s) is proposed as provided for by this section, the board of directors of the homeowners' association or a representative of the residential subdivision(s) (for non-homeowners' association subdivisions) or street(s) shall propose and file notice of a petition to the council for an ordinance to ban the use of fireworks entirely in fireworks ban area established by the petition of the residential subdivision(s) or street(s). The petition shall state all of the following:
 - (1) The name of the residential subdivision(s) or street(s) for the proposed fireworks ban area and its proposed boundaries.
 - (2) The classification of the residential subdivision(s) or street(s), such as zoning classification, whether the residential subdivision or street(s) is subject to a homeowners' association, etc.
 - (3) The designation of a representative to act for the residential neighborhood(s) or street(s) on behalf of the signers of the petition in all matters, including the representative's full name and mailing address, who shall be

a registered voter, using an address on his/her voter registration which is in the residential subdivision(s) or street(s) for which the fireworks ban area is proposed to be created.

(4) A request that the council adopt an ordinance to create the fireworks ban area if the petition is verified to meet the requirements for such ordinance.

(c) All such petitions shall be in an approved form which contains the information required herein, and any petition not on such a form shall be invalid.

(1) All signatures on such petition shall be handwritten and dated by only residents in the proposed fireworks ban area as described in the petition. For the purposes of this section, "resident" is defined as a registered voter in the residential subdivision(s) or street(s), using an address in the subdivision(s) or street(s) as his/her residential address for voter registration purposes.

(2) Each resident, at the time of signing the petition, shall enter his/her address and the date on which he/she signed beside or underneath his/her signature; however, if a person is unable to write, such incapacitated person shall affix his mark to the petition, and the person circulating the petition shall affix the name and address of such incapacitated person, as well as the date on which such incapacitated person affixed his mark to the petition, in the presence of two witnesses who shall also sign their names as witnesses to the mark and date their signatures.

(g) Within ninety (90) days of the date of notice of petition is filed with the Council, the representative of the petitioners shall deliver to the Council a report from an independent consultant, contracted by petitioners, which shall certify:

(1) the date on which the representative delivered the original, signed petition to the consultant;

(2) that the petition complies with this section of the Code;

(3) that the consultant has counted and reviewed the signatures of the petition;

(4) that the consultant verifies that signatures from at least 51% of the residents of the proposed fireworks ban area described in the petition comply with the requirements of this Section;

(5) that the proposed fireworks ban area described in the petition is limited to one residential subdivision or a street(s) sufficient to represent a residential area reasonably defined for the purposes of this section;

(h) In determining the number of qualified residents who signed the petition in any residential subdivision(s) or street(s) comprising a proposed fireworks ban area, the consultant shall not count any signature which is undated.

(h) If the Council receives the consultants verified report and a copy of the petition, the council may adopt an ordinance creating the fireworks ban area as described in the petition.

SECTION III

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

SECTION IV

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

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

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

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

CHAIR

TERREBONNE PARISH COUNCIL

COUNCIL CLERK
TERREBONNE PARISH COUNCIL

Date and time delivered to Parish President:

approved _____ vetoed
Jason W. Bergeron, Parish President
Terrebonne Parish Consolidated Government

Date and time return to Council Clerk:

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

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

Tammy Triggs, Council Clerk
Terrebonne Parish Council