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# 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

April 22, 2024  
5:30 PM

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

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

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

**CALL MEETING TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

- 1. RESOLUTION:** Authorizing the execution of Change Order No. 2 to the agreement for Contractor Services with E.P. Breaux Utility Services, LLC for the 50MVA Transformer Replacement at Power Plant Substation No. 2, Project No. 20-ELT-26.
- 2. RESOLUTION:** Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations, Terrebonne Parish, Louisiana.

3. **RESOLUTION:** Giving Notice of Intent to adopt an Ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way for “Evangeline Oaks Subdivision;” energize and accept the streetlights and to incorporate “Rue Evangeline,” “Rue Jean Luc,” “Rue Jeanette,” “Rue Eloi,” and the extension of “Rue Des Affaires” into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses and calling for a public hearing on said matter for Wednesday, May 15, 2024 at 6:30pm.
4. **RESOLUTION:** To Authorize Parish Administration to Enter Into an Intergovernmental Agreement with the Terrebonne Sheriff’s Office to Assist in the Construction of the Bourg Radio Tower
5. Consider the introduction of an ordinance to rescind Ordinance No. 9563 for Error Therein, and to Enact a New Ordinance Authorizing the Relocation of a Terrebonne Parish Precinct Polling Location for the Election of November 5, 2024, and all Subsequent Elections; and call a Public Hearing on Wednesday, May 15, 2024 at 6:30 p.m.
6. Adjourn

Category Number:  
Item Number:



Monday, April 22, 2024

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**Item Title:**

INVOCATION

**Item Summary:**

INVOCATION

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Category Number:  
Item Number:



Monday, April 22, 2024

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**Item Title:**

PLEDGE OF ALLEGIANCE

**Item Summary:**

PLEDGE OF ALLEGIANCE

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Monday, April 22, 2024

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**Item Title:**

50 MVA Transformer - EP Breaux Change Order No. 2

**Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 2 to the agreement for Contractor Services with E.P. Breaux Utility Services, LLC for the 50MVA Transformer Replacement at Power Plant Substation No. 2, Project No. 20-ELT-26.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
50 MVA Transformer - EP Breaux Change Order No. 2	4/8/2024	Executive Summary
50 MVA Transformer - EP Breaux Change Order No. 2	4/8/2024	Resolution
50 MVA Transformer - EP Breaux Change Order No. 2	4/8/2024	Backup Material



**EXECUTIVE SUMMARY**

(REQUIRED FOR ALL SUBMISSIONS)

**PROJECT TITLE**

50MVA Transformer Replacement at Power Plant Substation No 2,  
Parish Project No. 20-ELT-26

**PROJECT SUMMARY (200 WORDS OR LESS)**

A resolution authorizing the execution of Change Order No. 2 to the agreement for Contractor Services with E. P. Breaux Utility Services, LLC.

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

The transformer is necessary for the City of Houma electrical infrastructure.

**TOTAL EXPENDITURE**

\$0.00

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

ACTUAL

ESTIMATED

**IS PROJECT READY BUDGETED: (CIRCLE ONE)**

N/A	NO	<u>YES</u>	IF YES AMOUNT BUDGETED:	\$2,100,000.00 303-803-8966-01
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**COUNCIL DISTRICT(S) IMPACTED (CIRCLE ONE)**

<u>PARISHWIDE</u>	1	2	3	4	5	6	7	8	9
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*[Handwritten Signature]*

Signature

*4/8/24*

Date

OFFERED BY:  
SECONDED BY:

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

**A resolution authorizing the execution of Change Order No. 2 to the agreement for Contractor Services with E.P. Breaux Utility Services, LLC for the 50MVA Transformer Replacement at Power Plant Substation No. 2, Project No. 20-ELT-26.**

**WHEREAS**, by contract dated October 10, 2022, Terrebonne Parish Consolidated Government did award a contract to EP Breaux Utility Services, LLC for the 50MVA Transformer Replacement at Power Plant Substation No. 2, Project No. 20-ELT-26, Terrebonne Parish, Louisiana, as will be seen by reference to said contract which is recorded under Entry No. 1661184 of the records of Terrebonne Parish, Louisiana, and

**WHEREAS**, a Change Order No. 2 has been recommended to include a one hundred eighty-four (184) calendar extension due to the extended delivery date of the transformer, and

**NOW THEREFORE BE IT RESOLVED**, by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Change Order No. 2 to the contract for Construction with E. P. Breaux Utility Services, LLC for the 50MVA Transformer Replacement at Power Plant Substation No. 2, Project No. 20-ELT-26, be, and is hereby, approved.

**BE IT FURTHER RESOLVED**, that the Parish President, and all appropriate parties be, and they are hereby, authorized to execute Change Order No. 2, for a one hundred eighty-four (184) day extension.

THERE WAS RECORDED:

YEAS:

NAYS:

NOT VOTING:

ABSENT:

The Chairman declared the resolution adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\* \* \* \* \*

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

GIVEN UNDER MY OFFICIAL SIGNATURE AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

\_\_\_\_\_  
TAMMY E. TRIGGS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

**CHANGE ORDER REQUEST**

PROJECT: TPCG 50MVA TRANSFORMER REPLACEMENT  
 JOB NUMBER: 3022-0904  
 CHANGE ORDER : **EPB3022-0904-002**  
 DATE: 03/19/2024  
 DESCRIPTION: Contract Extension

Attn: Mr. Michael Terry

Description of the out-of-scope work:

- Extension of Contract Days due to the extended delivery date of the Virginia Transformer.

Requested Contract Time Amount: 184- Calendar Days

REQUESTED BY: Tyler Gagnard

DATE: 03/19/2024

**RECEIVED**  
MAR 28 2024  
TPCG FINANCE DEPT

Original Contract Sum	\$ 2,082,915.00
Net Change from Previously Authorized Change Orders	\$ (32,306.00)
The Contract Sum Prior To This Change Order Was	\$ 2,050,609.00
The Contract Sum Will Be (Decreased)	\$ 00.00
The New Contract Sum Including This Change Order	\$ 00.00
The Contract Time Change Will Be Increased	184 calendar days

Authorization is required before we can proceed. Your prompt attention is appreciated.

The above change is approved:

By: [Signature] Date: 3/19/24  
 Engineer

By: [Signature] Date: 3/20/24  
 Contractor

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Owner



Monday, April 22, 2024

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**Item Title:**

Change Order No. 1 for Head Start HVAC Renovations

**Item Summary:**

**RESOLUTION:** Authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations, Terrebonne Parish, Louisiana.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/17/2024	Executive Summary
Resolution	4/17/2024	Resolution
Backup Material	4/17/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

<b>PROJECT TITLE</b>	
<b>21-BLDG-69</b>	<b>Head Start HVAC Renovations</b>

<b>PROJECT SUMMARY (200 WORDS OR LESS)</b>
To make HVAC improvements to several of the Head Start buildings through a Grant received.

<b>PROJECT PURPOSE &amp; BENEFITS (150 WORDS OR LESS)</b>
Change Order No. 1 is required to adjust contract price due material cost increase due to delays and schedule changes. This Change Order No. 1 also increases Contract Time by one hundred Fifty (150) days due to the delays and schedule changes.

<b>TOTAL EXPENDITURE</b>	
Increase of \$65,814.92	
AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)	
<u>ACTUAL</u>	ESTIMATED
IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)	
N/A	NO
<u>YES</u>	IF YES AMOUNT BUDGETED:
	\$623,502.57

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

Jeanne P. Bray

4/17/2024

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

OFFERED BY:  
SECONDED BY:

**RESOLUTION**

A resolution authorizing the execution of Change Order No. 1 for the Construction Agreement for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations, Terrebonne Parish, Louisiana.

**WHEREAS**, the Terrebonne Parish Consolidated Government entered into a contract dated July 7, 2023 with Justin J. Reeves, LLC, for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations, Terrebonne Parish, Louisiana, and

**WHEREAS**, it is necessary to adjust contract price due to material cost increase due to delays and schedule changes, and

**WHEREAS**, this change order will increase the overall contract price by Sixty-Five Thousand Eight Hundred Fourteen Dollars and Ninety Two Cents (\$65,814.92), contingent upon a budget amendment, and

**WHEREAS**, additional time of one hundred fifty (150) days due to the delays and schedule changes, and

**WHEREAS**, this Change Order No. 1 has been recommended by the Architect, Gros Flores Positerry, LLC, for this project, and

**NOW, THEREFORE BE IT RESOLVED** that the Terrebonne Parish Council on behalf of the Terrebonne Parish Consolidated Government, does hereby approve and authorize the execution by Terrebonne Parish President Jason W. Bergeron of Change Order No. 1 to the construction agreement with Justin J. Reeves, LLC for Parish Project No. 21-BLDG-69, Head Start HVAC Renovations, Terrebonne Parish, Louisiana, for an increase to the contract amount in the amount of Sixty-Five Thousand Eight Hundred Fourteen Dollars and Ninety Two Cents (\$65,814.92), contingent upon a budget amendment, with an increase of one hundred fifty (150) days in construction time.

**BE IT FURTHER RESOLVED** that a certified copy of the resolution be forwarded to Architect, Gros Flores Positerry, LLC.

THERE WAS RECORDED:

YEAS:

NAYS:

ABSENT & NOT VOTING:

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

\* \* \* \* \*

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

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

\_\_\_\_\_  
TAMMY E. TRIGGS, CLERK

TERREBONNE PARISH COUNCIL



Kevin M. Gros, AIA  
Chief Executive Officer

Amy Connor-Flores, IIDA, CHID  
Chief Design Officer

L. "Andy" Positerry, II, AIA, LEED AP  
Chief Operating Officer

April 16, 2024

Madeleine M. Bodin, E.I.  
Terrebonne Parish Consolidated Government  
Engineering Division  
Houma, LA 70360

Re: Head Start HVAC Renovations  
Terrebonne Parish Consolidated Government  
Architect's Project No. 2247

Dear Madeleine:

Please find attached Change Order #1 from Justin J. Reeves, LLC for the cost increase due to time delay from receipt of bids to contract execution and issuance of the Notice to Proceed. The Change Order also includes a contract time extension which totals **One Hundred Fifty (150) days** for the subject project due to the delays and schedule changes to accommodate operations. The completion date is August 2, 2024.

Attached includes the breakdown of costs which have been assessed and reviewed by the mechanical and electrical engineer consultants as well.

It is my recommendation that we proceed with the change order. Please let us know if there are any questions.

Sincerely,

A handwritten signature in blue ink that reads 'Justin Lirette'.

Houston Lirette, AIA NCARB  
HL/s

Encl.: CO #1

Copy: Justin Domangue, JJR Construction Company, LLC  
File



# AIA<sup>®</sup> Document G701<sup>®</sup> – 2017

## Change Order

**PROJECT:** *(Name and address)*  
Head Start HVAC Renovations

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: July 5, 2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: One (1)  
Date: 01/15/24

**OWNER:** *(Name and address)*  
Terrebonne Parish Consolidated  
Government  
P. O. Box 2768  
Houma, LA 70361

**ARCHITECT:** *(Name and address)*  
Gros Flores Positerry LLC Architecture +  
Interior Design  
179 Enterprise Drive  
Houma, LA 70360

**CONTRACTOR:** *(Name and address)*  
Justin J. Reeves, LLC  
7836 Park Avenue  
Houma, LA 70364

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Materials cost increase due to time delay from receipt of bids to contract execution and issuance of Notice to Proceed.

The original Contract Sum was	\$	<u>557,687.65</u>
The net change by previously authorized Change Orders	\$	<u>0.00</u>
The Contract Sum prior to this Change Order was	\$	<u>557,687.65</u>
The Contract Sum will be increased by this Change Order in the amount of	\$	<u>65,814.92</u>
The new Contract Sum including this Change Order will be	\$	<u>623,502.57</u>

The Contract Time will be increased by one hundred fifty (150) days.

The new date of Substantial Completion will be August 2, 2024

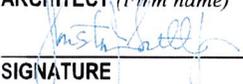
**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

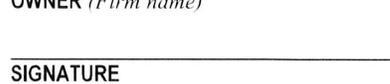
Gros Flores Positerry LLC Architecture +  
Interior Design  
**ARCHITECT** *(Firm name)*

Justin J. Reeves, LLC  
**CONTRACTOR** *(Firm name)*

Terrebonne Parish Consolidated  
Government  
**OWNER** *(Firm name)*

  
**SIGNATURE**

  
**SIGNATURE**

  
**SIGNATURE**

Houston J. Lirette, Jr., Senior Project  
Manager  
**PRINTED NAME AND TITLE**

Justin J. Reeves, President  
**PRINTED NAME AND TITLE**

Jason W. Bergeron, President  
**PRINTED NAME AND TITLE**

1/15/2024  
**DATE**

Jan 15, 2024  
**DATE**

**DATE**



## Change Order & Time Extension

January 10, 2024

Project Name: Head Start HVAC Renovations

Parish Project No. 21-BLD-69; GFP Project No.2247

Contract Amount: \$557,687.65

Change Order Amount: \$65,814.92

In accordance with the meeting held on September 7, 2023, JJR submits the above change order amount to complete this project. This proposal is based on material and equipment cost increases, Project Management time, and additional insurance premiums. Cost Breakdown and Invoice documentation has been given to GFP.

During the Pre-Construction Conference on November 7, 2023, TPCG, GFP was notified that the HVAC equipment for Houma and Schriever locations would not be delivered till December 20<sup>th</sup>. This would not allow enough time to complete these locations. The equipment for Gibson had been received. TPCG, GFP and JJR determined to focus work at the Gibson location November 18, 2023 – December 1, 2023. The Houma and Shriever locations would be completed June 1, 2024 – August 2/2024.

### Clarification:

- Long lead HVAC and Electrical Equipment/Materials for all locations will be purchased as quickly as possible to eliminate risk of future cost increases.
- Once delivered, paid invoices and delivery tickets will be submitted to TPCG for payment of Stored Materials.
- The equipment will be wrapped to ensure protection and stored at respective subcontractor warehouses. The packages are to be labeled with "Property of Terrebonne Parish Consolidated Government."

Thank you,  
Justin Domangue  
Project Manager

## Head Start Change Order Cost Breakdown

Head Start Cost Break Down

14-Sep-23

Description	Original	Difference	OH	Profit	Total Increase	Percentage Increase
<b><u>General Requirements</u></b>						
Project Manager	\$ -	\$ 5,400.00			\$ 5,400.00	
		Includes 35% labor Burden				
Insurance Increase		Builders Risk and OCP (additional time and Contract Value Increase			\$ 1,633.52	
<b><u>Concrete</u></b>	\$ 2,197.17	\$ 329.58	\$ 26.37	\$ 24.92	\$ 380.86	15.0%
<b><u>Masonry</u></b>	\$ 8,430.10	\$ 1,264.52	\$ 101.16	\$ 95.60	\$ 1,800.00	15.0%
<b><u>Finishes</u></b>	\$ 26,655.89	\$ 4,264.94	\$ 341.20	\$ 322.43	\$ 4,928.57	16%
<b><u>Metal Building Systems</u></b>	\$ 1,177.51	\$ 259.05	\$ 20.72	\$ 19.58	\$ 299.36	22%
<b><u>Fire Suppression</u></b>	\$ 2,800.00	\$ 420.00	\$ 33.60	\$ 31.75	\$ 485.35	15%
<b><u>Electrical</u></b>						
Gear Increase	\$ 2,825.00	\$ 423.75	\$ 33.90	\$ 32.04	\$ 490.00	15%
Material Increase	\$ 17,885.00	\$ 2,682.75	\$ 214.62	\$ 202.82	\$ 3,100.00	15%
<b><u>HVAC Equipment</u></b>						
Original cost	\$ 170,000.00	\$ 21,440.00	\$ 1,561.00	\$ 1,655.00	\$ 24,656.00	12.61%
Sheet Metal	\$ 11,595.00	\$ 1,855.20	\$ 148.42	\$ 140.25	\$ 2,144.00	16%
<b><u>HVAC Materials</u></b>						
Raw Materials	\$ 57,113.00	\$ 9,138.08	\$ 731.05	\$ 690.84	\$ 10,600.00	16%
Cost Total					\$ 55,917.66	
JJR OH - 8%					\$ 4,473.41	
JJR Profit - 7%					\$ 4,227.37	
Sub Total					\$ 64,618.45	
Bond					\$ 931.00	
GL Insurance - 0.41%						
<b>Total</b>					\$ 65,814.92	

Materials are provided by each respective subcontractor for appropriate trade, thus includes their OH and Profit at rates that are in accordance with contract maximums of a combined 15%

# per Juice-240115Change Order No. 1 - 2247

Final Audit Report

2024-01-15

Created:	2024-01-15
By:	Courtney Galliano (courtney@jlrcompany.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABLJ0xdW5JLWVzMMeD2M0QtmXzNrTtcj6

## "per Juice-240115Change Order No. 1 - 2247" History

-  Document created by Courtney Galliano (courtney@jlrcompany.com)  
2024-01-15 - 8:59:38 PM GMT
-  Document emailed to Justin Reeves (jreeves@jlrcompany.com) for signature  
2024-01-15 - 9:00:09 PM GMT
-  Email viewed by Justin Reeves (jreeves@jlrcompany.com)  
2024-01-15 - 9:51:41 PM GMT
-  Document e-signed by Justin Reeves (jreeves@jlrcompany.com)  
Signature Date: 2024-01-15 - 9:52:15 PM GMT - Time Source: server
-  Agreement completed.  
2024-01-15 - 9:52:15 PM GMT



Monday, April 22, 2024

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**Item Title:**

Evangeline Oaks Subdivision

**Item Summary:**

**RESOLUTION:** Giving Notice of Intent to adopt an Ordinance to dedicate and accept the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way for “Evangeline Oaks Subdivision;” energize and accept the streetlights and to incorporate “Rue Evangeline,” “Rue Jean Luc,” “Rue Jeanette,” “Rue Eloi,” and the extension of “Rue Des Affaires” into the Enhanced 911 Emergency Response System for the purpose of providing a better means of locating addresses and calling for a public hearing on said matter for Wednesday, May 15, 2024 at 6:30pm.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Evangeline Oaks Subdivision	4/16/2024	Executive Summary
Evangeline Oaks Subdivision	4/16/2024	Backup Material



## EXECUTIVE SUMMARY

(REQUIRED FOR ALL SUBMISSIONS)

### PROJECT TITLE

Evangeline Oaks Subdivision

### PROJECT SUMMARY (200 WORDS OR LESS)

Dedication and acceptance of the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way; energize and accept the streetlights; and the incorporation of "Rue Evangeline," "Rue Jean Luc," "Rue Jeanette," "Rue Eloi," and the extension of "Rue Des Affaires"

### 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, sewer, and rights-of-way for "Evangeline Oaks Subdivision;" energize and accept the streetlights and to incorporate "Rue Evangeline," "Rue Jean Luc," "Rue Jeanette," "Rue Eloi," and the extension of "Rue Des Affaires" 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)

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

Date



**OFFICE OF THE PARISH PRESIDENT**

Terrebonne Parish Consolidated Government

P.O. Box 2768  
Houma, Louisiana 70361-2768

**JASON W. BERGERON**  
Parish President

tpcg.org  
facebook.com/tpcg.org  
instagram.com/tpcgov

**DEPARTMENT OF PLANNING & ZONING**

April 16, 2024

**MEMO TO:** Noah J. Lirette, Chief Administrative Officer  
TPCG Administration

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

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

**SUBJECT:** Evangeline Oaks Subdivision

Dedication and acceptance of the maintenance/operation of the street(s), drainage servitudes, sewer, and rights-of-way; energize and accept the streetlights; and the incorporation of the street(s); David A. Waitz Engineering & Surveying, Inc.

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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 John Amedée, *Council Chairman/District 4*  
Tammy E. Triggs, *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, sewer, and rights-of-way for "Evangeline Oaks Subdivision;" energize and accept the streetlights and to incorporate "Rue Evangeline," "Rue Jean Luc," "Rue Jeanette," "Rue Eloi," and the extension of "Rue Des Affaires" 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, sewer, and rights-of-way for "Evangeline Oaks Subdivision;" energize and accept the streetlights; and to incorporate "Rue Evangeline," "Rue Jean Luc," "Rue Jeanette," "Rue Eloi," and the extension of "Rue Des Affaires" 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, May 15, 2024 at 6:30 p.m.

THERE WAS RECORDED:

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

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

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

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

The Chairwoman declared this resolution ADOPTED/NOT ADOPTED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
JOHN AMEDÉE, CHAIRMAN  
TERREBONNE PARISH COUNCIL

\* \* \* \* \*

I, TAMMY E. TRIGGS, 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 \_\_\_\_\_, 2024 and subsequently ratified by the Assembled Council in Regular Session on \_\_\_\_\_, 2024, at which meeting a quorum was present.

\_\_\_\_\_  
TAMMY E. TRIGGS, 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, SEWER, AND RIGHTS-OF-WAY FOR "EVANGELINE OAKS SUBDIVISION;" ENERGIZE AND ACCEPT THE STREETLIGHTS; AND TO INCORPORATE "RUE EVANGELINE," "RUE JEAN LUC," RUE JEANETTE," "RUE ELOI," AND THE EXTENSION OF "RUE DES AFFAIRES" 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, sewer, and rights-of-way; and energize and accept the streetlights as depicted on a plat, prepared on April 3, 2024, by David A. Waitz Engineering & Surveying, Inc. titled "Evangeline Oaks Subdivision," a copy of which is attached hereto and made a part hereof;

BE IT FURTHER ORDAINED effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, that "Rue Evangeline," "Rue Jean Luc," "Rue Jeanette," "Rue Eloi," and the extension of "Rue Des Affaires" 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 Chairwoman declared the ordinance ADOPTED/NOT ADOPTED on this, the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
JOHN AMEDÉE, CHAIRMAN  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
TAMMY E. TRIGGS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\*\*\*\*\*

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed \_\_\_\_\_  
Jason W. Bergeron, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\*\*\*\*\*

I, TAMMY E. TRIGGS, 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 \_\_\_\_\_, 2024, at which meeting a quorum was present.

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

\_\_\_\_\_  
TAMMY E. TRIGGS, COUNCIL CLERK  
TERREBONNE PARISH COUNCIL



Terrebonne Parish Consolidated Government

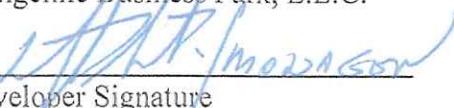
Infrastructure Warranty

- 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 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.

Evangeline Oaks Subdivision  
Name of Subdivision

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

Evangeline Business Park, L.L.C.

By:   
Developer Signature

Ronnie J. Theriot, Manager

INFRASTRUCTURE COST  
 EVANGELINE OAKS SUBDIVISION OVERALL - 235 LOTS  
 ENGINEER'S PROJECT NUMBER: 2021-064

ITEM NO.	DESCRIPTION	APPROX. QUANTITY	UNIT	UNIT PRICE	TOTAL
1	MOBILIZATION	1.00	LUMP SUM	\$55,000.00	\$55,000.00
2	LINEAR GRADING	8,198.00	LINEAR FEET	\$2.75	\$22,544.50
3	SITE CONTOURING	55.50	ACRE	\$1,400.00	\$77,700.00
4	EXCAVATION AND EMBANKMENT	1.00	LUMP SUM	\$0.00	\$0.00
5	EXCAVATION	18,889.00	CUBIC YARDS/ NET SECTION	\$5.50	\$103,889.50
6	EMBANKMENT	61,712.00	CUBIC YARDS/ NET SECTION	\$3.50	\$215,992.00
7	POND EXCAVATION	42,823.00	CUBIC YARDS/ NET SECTION	\$9.00	\$385,407.00
8	DIG DITCH	1,840.00	LINEAR FEET	\$7.00	\$12,880.00
9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	1.00	LUMP SUM	\$15,000.00	\$15,000.00
10	TIE-INTO EXISTING 12" C900 WATERLINE	1.00	EACH	\$7,000.00	\$7,000.00
11	8" C900 WATERLINE	7,319.00	LINEAR FEET	\$46.50	\$340,333.50
12	8" P.E. WATERLINE	220.00	LINEAR FEET	\$75.00	\$16,500.00
13	4" C900 WATERLINE	660.00	LINEAR FEET	\$17.00	\$11,220.00
14	8" WATERLINE OFFSET	3.00	EACH	\$6,500.00	\$19,500.00
15	DUCTILE IRON FITTINGS	4,330.00	LBS.	\$11.00	\$47,630.00
16	12" VALVE	1.00	EACH	\$5,000.00	\$5,000.00
17	8" VALVE	14.00	EACH	\$3,000.00	\$42,000.00
18	FIRE HYDRANT ASSEMBLY W/ TEE & VALVE	17.00	EACH	\$6,500.00	\$110,500.00
19	HEALTH SAMPLE POINT	13.00	EACH	\$1,100.00	\$14,300.00
20	SEWER MANHOLE	27.00	EACH	\$5,300.00	\$143,100.00
21	8" SDR 35 SEWERLINE	4,890.00	LINEAR FEET	\$85.00	\$415,650.00
22	12" SDR 35 SEWERLINE	2,714.00	LINEAR FEET	\$142.00	\$385,388.00
23	SINGLE SEWER SERVICES	121.00	EACH	\$1,400.00	\$169,400.00
24	DOUBLE SEWER SERVICES W/ CLEAN OUT	57.00	EACH	\$1,850.00	\$105,450.00
25	CB-01	44.00	EACH	\$3,700.00	\$162,800.00
26	CB-02	34.00	EACH	\$4,850.00	\$164,900.00
27	DRAIN MANHOLE	8.00	EACH	\$5,200.00	\$41,600.00
28	18" A-2000 DRAIN PIPE	943.00	LINEAR FEET	\$75.00	\$70,725.00
29	24" A-2000 DRAIN PIPE	1,191.00	LINEAR FEET	\$100.00	\$119,100.00
30	30" A-2000 DRAIN PIPE	1,784.00	LINEAR FEET	\$135.00	\$240,840.00
31	30" RCP	50.00	LINEAR FEET	\$215.00	\$10,750.00
32	36" A-2000 DRAIN PIPE	1,698.00	LINEAR FEET	\$185.00	\$314,130.00
33	42" ULTRA-FLO DRAIN PIPE	1,425.00	LINEAR FEET	\$280.00	\$399,000.00
34	48" ULTRA-FLO DRAIN PIPE	713.00	LINEAR FEET	\$340.00	\$242,420.00
35	54" ULTRA-FLO DRAIN PIPE	235.00	LINEAR FEET	\$365.00	\$85,775.00
36	72" RCP	232.00	LINEAR FEET	\$800.00	\$185,600.00
37	CONCRETE FLUMES AT 72" RCP	2.00	EACH	\$2,100.00	\$4,200.00
38	6" PCCP	26,096.00	SQUARE YARD	\$63.50	\$1,657,096.00
39	6" CONCRETE	236.00	SQUARE YARD	\$100.00	\$23,600.00
40	12" CURB	16,010.00	LINEAR FEET	\$10.50	\$168,105.00
41	6" CURB	956.00	LINEAR FEET	\$11.00	\$10,516.00
42	10# RIPRAP	175.00	CUBIC YARDS	\$180.00	\$31,500.00
43	TRAFFIC CONTROL DEVICES	1.00	LUMP SUM	\$18,000.00	\$18,000.00
44	LIGHT STANDARDS	31.00	EACH	\$6,500.00	\$201,500.00
45	EROSION CONTROL SILT FENCING	5,967.00	LINEAR FEET	\$3.50	\$20,884.50
46	EROSION CONTROL CONSTRUCTION ENTRANCE	1.00	EACH	\$6,500.00	\$6,500.00
				<b>TOTAL:</b>	<b>\$6,900,926.00</b>

DAVID A. WAITZ ENGINEERING AND SURVEYING, INC.  
*Civil Engineers & Professional Land Surveyors*

Jacob A. Waitz, P.E., L.S.I.

David A. Waitz, P.E., P.L.S.

James M. Templeton, P.L.S.

August 25, 2023

Houma-Terrebonne Regional  
Planning Commission  
P. O. Box 1446  
Houma, LA 70361-1446

Attention: Becky M. Becnel,  
Planning Commission Secretary

RE: ENGINEER'S CERTIFICATION **EVANGELINE OAKS SUBDIVISION** – LOCATED  
IN SECTIONS 7, 68, 69 & 82, T16S-R17E, TERREBONNE PARISH,  
LOUISIANA – ENGINEER'S PROJECT NO. 2021-064

Dear Becky:

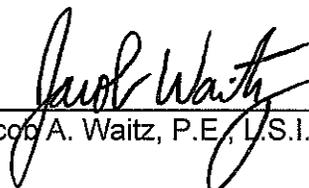
This is to certify that to the best of our knowledge and belief the above referenced project has been constructed in accordance with the plans and specifications and in compliance with the subdivision regulations of Terrebonne Parish.

Would you be so kind as to proceed with the approval process for this major subdivision of property and advise me if you should have any questions or require additional information.

Thank you in advance for your cooperation and assistance in this matter.

Sincerely,

DAVID A. WAITZ  
ENGINEERING AND SURVEYING, INC.

  
\_\_\_\_\_  
Jacob A. Waitz, P.E., L.S.I.

JAW/dth  
Cc: TPCG Engineering Dept.  
File & Reading File

1107 Canal Blvd. • Thibodaux, Louisiana 70301 • (985) 447-4017 (Phone) • (985) 447-1998 (Fax)  
7839 Park Ave. • Houma, Louisiana 70364 • (985) 876-0267 (Phone) • (985) 876-0979 (Fax)  
Mailing Address: P. O. Box 1203 • Thibodaux, Louisiana 70302-1203 • E-mail: [dwaitz@waitzengineering.com](mailto:dwaitz@waitzengineering.com)



Monday, April 22, 2024

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**Item Title:**

IGA between TPCG and TPSO for the Bourg Radio Tower

**Item Summary:**

**RESOLUTION:** To Authorize Parish Administration to Enter Into an Intergovernmental Agreement with the Terrebonne Sheriff's Office to Assist in the Construction of the Bourg Radio Tower

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/18/2024	Executive Summary
Resolution	4/18/2024	Resolution
Intergovernmental Agreement	4/18/2024	Backup Material



## EXECUTIVE SUMMARY

PROJECT TITLE
<b>RESOLUTION:</b> To Authorize Parish Administration to Enter Into an Intergovernmental Agreement with the Terrebonne Sheriff's Office to Assist in the Construction of the Bourg Radio Tower

PROJECT SUMMARY (200 WORDS OR LESS)
In an effort to improve the communication network for TPSO and Houma Police Department, TPCG agrees to assist in the payment of a radio tower located at 198 Hawky Lane, Bourg, LA.

PROJECT PURPOSE & BENEFITS (150 WORDS OR LESS)
Terrebonne Parish is in need of improvements and refurbishments to its Bourg Radio Tower. The Parish will assist TPSO with payment for the Bourg Radio Tower and other necessary equipment which will be installed by Motorola, Inc.

TOTAL EXPENDITURE			
\$360,287.99			
<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>			
<input checked="" type="radio"/> ACTUAL	<input type="radio"/> ESTIMATED		
<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>			
<input type="checkbox"/> N/A	<input type="checkbox"/> NO	<input type="checkbox"/> YES	IF YES AMOUNT BUDGETED:

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

  
 \_\_\_\_\_  
 Noah J. Lirette, Chief Administrative Officer

\_\_\_\_\_  
 4/18/24  
 Date

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

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

A RESOLUTION TO AUTHORIZE PARISH ADMINISTRATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TERREBONNE PARISH SHERIFF'S OFFICE TO ASSIST IN THE CONSTRUCTION OF THE BOURG RADIO TOWER

**WHEREAS**, Louisiana Revised Statute 33:1324(1) provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the acquisition or improvement of any public project or improvement, specifically including local law enforcement, provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and

**WHEREAS**, TPCG is authorized by its Home Rule Charter to pass all resolutions and/or ordinances requisite or necessary to promote, protect and preserve the general welfare, safety, health, peace and good order of the parish; and

**WHEREAS**, Terrebonne Parish is in need of improvements and refurbishments to its Bourg Radio Tower; and

**WHEREAS**, in an effort to improve the communication network for TPSO and Houma Police Department, TPCG agrees to assist in the payment of a radio tower located at 198 Hawky Lane, Bourg, Louisiana, through the attached Intergovernmental Agreement.

**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 enter into an Intergovernmental Agreement ("IGA") with the Terrebonne Parish Sheriff's Office ("TPSO") wherein TPCG will contribute \$360,287.99 to TPSO for the Bourg Radio Tower, in substantially the same form as the IGA attached hereto, subject to changes by the legal department.

**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 Public Service Committee 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

TERREBONNE PARISH

INTERGOVERNMENTAL AGREEMENT BETWEEN  
TERREBONNE PARISH CONSOLIDATED GOVERNMENT AND  
TERREBONNE PARISH SHERIFF'S OFFICE  
FOR THE BOURG RADIO TOWER

This Agreement is made and entered into on the dates inscribed below by and between

I. PARTIES

- 1.1 **Terrebonne Parish Consolidated Government**, a political subdivision of the state of Louisiana, with a mailing address of PO Box 2768, Houma LA 70361, represented herein by its duly authorized Parish President, Jason W. Bergeron, by virtue of Terrebonne Parish Council Resolution No. \_\_\_\_\_, hereinafter referred to as "PARISH"; and
- 1.2 **Terrebonne Parish Sheriff's Office**, whose mailing address is PO Box 1990, Gray, LA 70359, represented herein by TPSO Timothy Soignet, hereinafter referred to as "TPSO";

who agree as follows:

II. PREAMBLES

- 2.1. **WHEREAS**, Louisiana Revised Statute 33:1324 (1) provides that any parish or political subdivision of the state may make agreements between or among themselves to engage jointly in the acquisition or improvement of any public project or improvement, specifically including local law enforcement, provided that at least one of the participants to the agreement is authorized under a provision of law to perform such activity for completion of the undertaking; and
- 2.2. **WHEREAS**, Terrebonne Parish is in need of improvements and refurbishments to its Bourg Radio Tower; and
- 2.3. **WHEREAS**, in an effort to assist in communication for all first responders in Terrebonne Parish, TPCG agrees to assist in the payment of a radio tower located at 198 Hawky Lane, Bourg, Louisiana; and
- 2.4. **NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

III. PURPOSE

Parish will assist TPSO with the payment for the Bourg Radio Tower and other necessary equipment which will be installed by Motorola, Inc in Bourg, Louisiana as described in the attached proposal, attached as exhibit A.

IV. SCOPE OF SERVICES

- 4.1 TPSO will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for Terrebonne Parish include the following:
  - 4.1.1 Provide all buildings, equipment shelters, and towers required for system installation.
  - 4.1.2 Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
  - 4.1.3 Obtain all licensing, site access, or permitting required for project implementation.
  - 4.1.4 Obtain frequencies for project as required.
  - 4.1.5 Provide required system interconnections.

4.1.6 Terrebonne Parish will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).

4.1.7 Coordinate the activities of all Terrebonne Parish vendors or other contractors.

4.2 The Parish will provide TPSO with the funds necessary to construct the Bourg Radio Tower.

4.3 The entire scope of services are more fully described in the attached proposal, attached as exhibit A.

## V. PAYMENT TERMS

5.1 TPCG will pay TPSO **\$360,287.99** as follows:

\$732,500.00 – Tower  
-\$436,712.01 – FEMA Share (Provided by TPSO’s Office)  
\$295,787.99 – Balance  
+\$52,500.00 – Replacement Building  
\$348,287.99  
+\$12,000.00 – New Generator (25kw liquid cooled)  
**\$360,287.99 – Total Balance for TPCG**

5.2 TPCG will make full payment in the amount of \$360,287.99 to TPSO no later than May 15, 2024.

## VI. TERM OF AGREEMENT

This Agreement shall begin on the date of the last signature and remain in effect until the complete balance described in Section V is furnished to TPSO.

## VII. TERMINATION

7.1. For Cause

7.1.1. The PARISH may terminate this Agreement for cause based upon the failure of the TPSO to comply with the terms and/or conditions of the Agreement, provided that the PARISH shall give the TPSO written notice specifying the TPSO failure. If within thirty (30) days after receipt of such notice, the TPSO shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith and thereafter proceeded diligently to complete such correction, then the PARISH may, at its option, place the TPSO in default and the Agreement shall terminate on the date specified in such notice.

7.1.2. The TPSO may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the PARISH to comply with the terms and conditions of this Agreement; provided that the TPSO shall give the PARISH written notice specifying the PARISH’s failure and a reasonable opportunity for the PARISH to cure the defect.

7.2. For Convenience

7.2.1 The PARISH may terminate this Agreement at any time by giving thirty (30) days written notice to TPSO. The TPSO shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

## VIII. INDEMNIFICATION

8.1. The PARISH agrees to protect, defend, indemnify, save and hold harmless the TPSO, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or

the damage, loss or destruction of any property which may occur or in any way arise out of the negligence of the PARISH, its officers, agents, servants, and employees, except those claims, demands and/or causes of action arising out of the negligence of the TPSO, its officers, agents, servants and employees. The PARISH agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

8.2. TPSO agrees to protect, defend, indemnify, save and hold harmless the PARISH, the Houma Police Department, and their officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way arise out of the negligence of the TPSO, its officers, agents, servants, and employees, except those claims, demands and/or causes of action arising out of the negligence of the PARISH, its officers, agents, servants and employees. The TPSO agrees to investigate, handle, and respond to any such lawsuit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

## IX. INSURANCE

9.1. For the duration of this Agreement, TPSO shall obtain and maintain, at its own expense, its own policy of insurance against claims for injuries to persons or damages to property which may arise from or in connection with its performance of the terms of this Agreement, with the following terms and conditions:

9.1.1. General Liability Insurance in an amount not less than \$1,000,000.00 shall be provided with a combined single limit per occurrence for bodily injury and property damage.

9.1.2. Law Enforcement Liability with minimum limits of \$1,000,000.00 per occurrence for Bodily Injury and Property Damage with \$2,000,000.00 aggregate naming Terrebonne Parish Consolidated Government as a "certificate holder" and "additional insured."

9.1.3. Each party shall provide the other with a Waiver of Subrogation on auto and general liability policies.

9.2. Each party shall provide certificates and/or complete copies of policies upon request by the other party.

## X. NON-DISCRIMINATION CLAUSE

The parties agrees 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, and the parties agrees to abide by the requirements of the Americans with Disabilities Act of 1990. The parties agree not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, disabilities.

Any act of discrimination committed by any party, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

## XI. ADDITIONAL TERMS AND CONDITIONS

- 11.1. Compliance with Laws. The parties hereto and their employees, contractors and agents shall comply with all applicable federal, state and local laws and ordinances in carrying out the provisions of this agreement.
- 11.2. Non-Appropriation. Notwithstanding any provisions herein, in the event sufficient funds for the performance of this contract for professional services are not appropriated by the governing authority of either party, in any fiscal year covered by this contract, this agreement may be terminated by the non-appropriating party giving notice to the other party of such facts and its intention to terminate its financial obligation.
- 11.3. Amendment. No amendment to this agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties.
- 11.4. Assignment. The TPSO shall not assign any interest in this Agreement by assignment, transfer, or novation, without prior written consent of the PARISH.
- 11.5. Notices. Whenever any provision of the Contract Documents require the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent to by registered or certified mail, postage prepaid, to the other party, addressed of the parties first listed above. Either party may change its address for notice by submitting notice to the other party in writing as directed in this section.
- 11.6. 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 TPSO which relate to this Agreement, 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.
- 11.7. No Waiver. The failure of Parish or TPSO to enforce any or all of the terms or conditions of this Agreement 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 Agreement.
- 11.8. Severability. If any term, covenant, condition, or provision of this Agreement or the application thereof to any person or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant, condition or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition, and provisions of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 11.9. Code of Ethics. The parties acknowledge 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 parties herein in the performance of services called for in this Agreement. Each party agrees to immediately notify the other and the State if potential violations of the Code of Governmental Ethics arise at any time during the term of this Agreement.

## XII. SIGNATURES OF THE PARTIES

### **SIGNATURES ON NEXT PAGE**

12.1. TPSO

THUS, done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2024, 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:

TPSO:

\_\_\_\_\_

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

BY: TIMOTHY SOIGNET,  
TERREBONNE PARISH SHERIFF

\_\_\_\_\_

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

12.2. TPCG

THUS done and signed on this \_\_\_\_ day of \_\_\_\_\_ 2024, 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:

TERREBONNE PARISH CONSOLIDATED  
GOVERNMENT:

\_\_\_\_\_

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

BY: JASON W. BERGERON

ITS: PARISH PRESIDENT

\_\_\_\_\_

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



Monday, April 22, 2024

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**Item Title:**

Ordinance to Authorize the Relocation of a Terrebonne Parish Precinct Polling location

**Item Summary:**

Consider the introduction of an ordinance to rescind Ordinance No. 9563 for Error Therein, and to Enact a New Ordinance Authorizing the Relocation of a Terrebonne Parish Precinct Polling Location for the Election of November 5, 2024, and all Subsequent Elections; and call a Public Hearing on Wednesday, May 15, 2024 at 6:30 p.m.

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**ATTACHMENTS:**

<b>Description</b>	<b>Upload Date</b>	<b>Type</b>
Executive Summary	4/18/2024	Executive Summary
Ordinance	4/18/2024	Ordinance



## EXECUTIVE SUMMARY

### PROJECT TITLE

Consider the introduction of an ordinance to rescind Ordinance No. 9563 for Error Therein, and to Enact a New Ordinance Authorizing the Relocation of a Terrebonne Parish Precinct Polling Location for the Election of November 5, 2024, and all Subsequent Elections; and call a Public Hearing on Wednesday, May 15, 2024 at 6:30 p.m.

### PROJECT SUMMARY (200 WORDS OR LESS)

The Terrebonne Parish Council passed Ordinance No. 9563 on March 27, 2024, relocating Precinct 029 from Honduras Elementary School to the East Houma Recreation Center. The Ordinance contained an error in that it stated the first election at the new location was scheduled for July 17-19, 2024. The first election date is actually November 5, 2024.

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

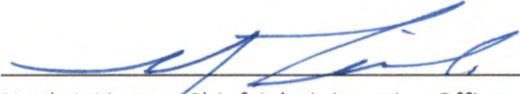
TPCG finds it necessary to rescind Ordinance No. 9563 and adopt a new one.

### TOTAL EXPENDITURE

<b>AMOUNT SHOWN ABOVE IS: (CIRCLE ONE)</b>			
ACTUAL	ESTIMATED		
<b>IS PROJECT ALREADY BUDGETED: (CIRCLE ONE)</b>			
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

4/18/24  
 \_\_\_\_\_  
 Date

OFFERED BY:  
SECONDED BY:

**ORDINANCE NO.**

**AN ORDINANCE TO RESCIND ORDINANCE NO. 9563 FOR ERROR THEREIN, AND TO ENACT A NEW ORDINANCE AUTHORIZING THE RELOCATION OF A TERREBONNE PARISH PRECINCT POLLING LOCATION FOR THE ELECTION OF NOVEMBER 5, 2024, AND ALL SUBSEQUENT ELECTIONS**

**SECTION I**

**WHEREAS**, The Terrebonne Parish Council passed Ordinance No. 9563 on March 27, 2024, relocating Precinct 029 from Honduras Elementary School to the East Houma Recreation Center; and

**WHEREAS**, Ordinance No. 9563 contained an error in that it stated the first election at the new location was scheduled for July 17-19, 2024; and

**WHEREAS**, the first election date is actually November 5, 2024, not July 17 – 19, 2024; and

**WHEREAS**, TPCG finds it necessary to rescind Ordinance 9563 and adopt a new, corrected ordinance to remedy the error; and

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

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

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

**SECTION II**

**NOW THEREFORE BE IT ORDAINED** that beginning on the November 5, 2024, election, and continuing every election thereafter, the following polling location shall be relocated as follows:

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

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

**SECTION III**

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

**SECTION IV**

**NOW, LET IT FURTHER BE ORDAINED** by the Terrebonne Parish Council, on behalf of the Terrebonne Parish Consolidated Government, that Ordinance No. 9563 is hereby rescinded.

**SECTION V**

**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 VI**

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

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

**THERE WAS RECORDED:**

YEAS:

NAYS:

NOT VOTING:

ABSTAINING:

ABSENT:

The Chairperson declared the ordinance adopted on this the day of 2024.

\* \* \* \* \*

\_\_\_\_\_  
JOHN AMADEE, CHAIRWOMAN  
TERREBONNE PARISH COUNCIL

\_\_\_\_\_  
TAMMY E. TRIGGS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL

\* \* \* \* \*

Date and Time Delivered to Parish President:

\_\_\_\_\_

Approved \_\_\_\_\_ Vetoed

Jason W. Bergeron, Parish President  
Terrebonne Parish Consolidated Government

Date and Time Returned to Council Clerk:

\_\_\_\_\_

\* \* \* \* \*

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

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

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TAMMY E. TRIGGS  
COUNCIL CLERK  
TERREBONNE PARISH COUNCIL